

**SKAMANIA COUNTY BOARD OF COMMISSIONERS**  
**240 NW Vancouver Ave.**  
**Stevenson, WA 98648**  
**Agenda for January 18<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.**

**Wednesday, January 18<sup>th</sup>, 2023**

9:30 AM            Call to Order  
 Pledge of Allegiance  
 Public Comment (3 minutes)  
 Written public comment submitted by Mitch Patton regarding snow removal.

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. Contract renewal with Area Agency on Aging and Disabilities of Southwest Washington for Nutrition and Aging and Disabled Resource Network programs.
2. Contract with Area Agency on Aging and Disabilities of Southwest Washington for Senior Transportation program.
3. Lease agreement with Day Wireless Systems to house radio equipment in their facility on Mt. Defiance.
4. Contract amendment with Solutions Yes, LLC for additional multifunction desktop unit for Community Health.
5. Agreement amendment with Washington Department of Ecology for solid waste enforcement.
6. Reactivation of Community Development Environmental Health Specialist I position with revised job description and set salary at range 23.
7. Revised job description and set salary at range 20 for Community Development Code Enforcement/Environmental Health Tech position.
8. Employment contract with Skamania County Public Works Director.
9. Revised job description and set salary range at 29 for Jail Superintendent/911 Coordinator.
10. Contract with Skamania County Economic Development Council to promote and support economic development in Skamania County - .09 funding.

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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)

11. Contract with Skamania County Economic Development Council for position with the Small Business Development Center.

Voucher Approval

Resolution 2023-04, Intent to Vacate Viewpoint Road from approximately mileposts 0.22 to 0.29)

Meeting Updates

10:00 AM Department Head Reports

Adjourn

**Lisa Sackos**

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**From:** Mitch Patton <nwtsrinc@gmail.com>  
**Sent:** Thursday, January 12, 2023 9:22 AM  
**To:** Commissioners  
**Subject:** wind river business park

please add to public comment for next BOCC meeting

Hey guys i was out in stabler yesterday and did a drive by and seen there has been a lot of snow removal being done at that facility and it got me thinking the snow gets in there around november and is known to stay into late spring so here are a few question that came to mind

#1 How much money was spent on snow removal in 2022 for all of the WRBP .?

#2 Who is plowing all the snow in the area of the pot farm and day care parking areas ?

#3 Have you spent much time coming up with a budget for snow removal if it ever happens to become a true business park, not a grant fund shell game ?

#4 Have you come up with a true cost to fix all the old buildings in that area? I was quite shocked to see just how badly run down these buildings are. the hazmat removal must be in the millions of dollars

#5 So for now I will leave with this question: just how can any of this activity be in the best interest of the taxpayers of this county ?

--  
Mitch Patton 360-903-9040

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

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

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

3. Contractor Information: Contractor: Area Agency on Aging & Disabilities of Southwest Washington

Contact Person: Nellya Zornes  
Title:  
Address: 201 NE 73<sup>rd</sup> Street, Suite 201  
Address: Vancouver, WA 98665  
Phone: 360-735-5716

4. Brief description of purpose of the contract and County's contracted duties:  
AAADSW Contract renewal for Nutrition and Aging and Disabled Resource Network programs.

5. Term of Contract: From: 1/1/2023 To: 12/31/2023

6. Contract Award Process: (Check appropriate box) N/A  
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: \$82,320  
Amount Not Budgeted in Current Year: \$  
Total Non-County Funds Committed: \$82,320 Source: OAA, NSIP, ARPA, Discretionary  
Total County Funds Committed: \$14,527  
TOTAL FUNDS COMMITTED: \$96,847

8. County Contact Person: Name: Sophie Miller  
Title: Program Manager

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 Senior Services	Signature 
<b><u>AGENDA DATE</u></b>	January 18, 2023	
<b><u>SUBJECT</u></b>	Contract Renewal Nutrition	
<b><u>ACTION REQUESTED</u></b>	Approve/Sign Contract	

**SUMMARY/BACKGROUND**

The contract is a renewal for Area Agency on Aging and Disabilities of Southwest Washington funds for Nutrition programs (congregate and home delivered meals) for Skamania County residents.

**FISCAL IMPACT**

AAADSW Nutrition Services \$82,320 with a 15% match \$14,527

**RECOMMENDATION**

Approve/Sign the contract

**LIST ATTACHMENTS**

AAADSW contract signature page  
Statement of Work for Senior Nutrition  
Special Terms & Conditions  
Board Signature Page

## Contract Signature Page

<b>Service:</b> Senior Nutrition Services	<b>Subcontractor:</b> Skamania County Senior Services
<b>Contract Type:</b> Cost Reimbursement with limit	<b>Contact:</b> Sophie Miller
<b>Performance Period:</b> January 1, 2023 through December 31, 2026	<b>Address:</b> PO Box 369 Stevenson, WA 98648
<b>Non-Medicaid Allocation:</b> \$82,320	<b>E-mail:</b> <a href="mailto:miller@co.skamania.wa.us">miller@co.skamania.wa.us</a> <b>Phone:</b> 509-427-3985 <b>Fax:</b> 509-427-0139
<b>Funding Source(s):</b> OAA TIIIC(1), OAA TIIIC(2), NSIP, ARPA, AAASW Discretionary Funds	<b>Counties Served:</b> Skamania
<b>HHS Awarding Agency:</b> Administration for Community Living	<b>Subrecipient or Vendor:</b> Subrecipient
<b>CFDA Numbers:</b> 93.045, 93.053	<b>Federal UEI:</b> L6CLT2CVE327
<b>Required match:</b> 15% on Total Allocation	<b>WA UBI:</b> N/A <b>Federal Tax ID #:</b> 91-6001363

### AAADSW Contacts

**Email:** [Claire.Thackeray@dshs.wa.gov](mailto:Claire.Thackeray@dshs.wa.gov)

**Email:** [Whitney.Oswald@dshs.wa.gov](mailto:Whitney.Oswald@dshs.wa.gov)  
[Nellya.Zornes@dshs.wa.gov](mailto:Nellya.Zornes@dshs.wa.gov)

**Telephone:** 360-735-5778

**Telephone:** 360-992-4073

**Fax:** 360-696-4905

**Fax:** 360-735-5713

**Fax:** 360-696-4905

The terms of this Contract are set out in and governed by the following, which are incorporated herein by reference.

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> <b>General Terms and Conditions</b><br><br><input checked="" type="checkbox"/> <b>Statement of Work</b><br><br><input checked="" type="checkbox"/> <b>Special Terms and Conditions</b><br><br><input checked="" type="checkbox"/> <b>Exhibit A: Budget and Staffing Forms</b><br><br><input checked="" type="checkbox"/> <b>Exhibit B: Contractor Profile</b> | <input checked="" type="checkbox"/> <b>Exhibit C: Menu Pattern</b><br>Health & Fire Inspections Procedures<br>Nutrition Program Standards<br>Invoice Forms<br>Invoice Detail Form<br><br><input checked="" type="checkbox"/> <b>Exhibit D: Senior Vulnerability Criteria and Disqualifying Crimes List</b><br><br><input checked="" type="checkbox"/> <b>Exhibit E: Client Data Security</b><br><br><input checked="" type="checkbox"/> <b>Exhibit F: HIPAA Compliance</b> |
|---|--|

This contract, including all exhibits and other documents incorporated by reference, contains all of the terms and conditions agreed upon by the parties and supersedes all previous agreements. No other understandings or representations, verbal or otherwise, regarding the subject matter of this contract shall be deemed to exist or bind the parties. The parties signing below warrant they have read and understand all the terms of the contract, and have the authority to enter into this contract.

SUBCONTRACTOR	AAADSW
<b>X</b>	<b>X</b>
<b>Name:</b>	<b>Name: Richard Mahar, Commissioner Chair, AAADSW COG</b>
<b>Date:</b>	<b>Date:</b>

A R E A A G E N C Y O N  
**Aging & Disabilities**  
O F . S O U T H W E S T W A S H I N G T O N

**Senior Nutrition Services**

**STATEMENT OF WORK**

**Skamania County Senior Services (Contractor)**

**A. SERVICE DESCRIPTION**

The Senior Nutrition Program consists of both Congregate and Home Delivered Nutrition Services.

1. **Congregate Nutrition Services (CNS)** help meet the complex nutritional needs of older persons who do not have adequate nutrition by providing sound and satisfying meals and other services, such as nutrition outreach, nutrition education, and social activities in a group setting.
2. **Home Delivered Nutrition Services (HDNS)** provide nutritious meals delivered to individual residences and other nutrition services to vulnerable, older persons who are normally unable to leave their own homes without assistance. Services are intended to maintain or improve the nutritional status of these individuals, support their independence, prevent premature institutionalization, and allow earlier discharge from hospitals, nursing homes, or other residential care facilities.

**3. Eligibility and Target Population**

Contractor shall determine Client (also called "participants") eligibility using the following standards outlined below.

**A. OAA-funded Congregate Nutrition Services (CNS)**

Any individual aged 60 and over is eligible for OAA funded CNS. Services should be targeted, however, to individuals aged 60 and over who are unable to prepare meals for themselves because of:

1. A disabling condition, such as limited physical mobility, cognitive or psychological impairment, sight impairment;
2. Lack of knowledge or skills to select and prepare nourishing and well balanced meals;

3. Lack of means to obtain or prepare nourishing meals; or
4. Lack of incentive to prepare and eat a meal alone.

Other individuals who are eligible for Congregate Nutrition Services are:

1. The Client's spouse, regardless of age;
2. Individuals with disabilities who are not older individuals but who reside in housing facilities occupied primarily by older individuals at which Congregate Nutrition Services are provided;
3. Individuals with disabilities, regardless of age, who reside at home with and accompany older eligible individuals to a Congregate Meal site; and
4. Individuals, regardless of age, providing volunteer services during the meal hours.

To the degree feasible, Contractor shall ensure that preference is given to those individuals aged 60 and over who meet the vulnerability criteria listed in the Exhibits section of this Contract with further preference given to low-income and minority individuals and to those with the greatest economic and social need. If resources are available, the paid and volunteer staff of the nutrition program and those individuals paying the full cost of the meal may be served once the needs of the eligible population have been met.

Any nutrition program or meal site sponsored by a specific group, such as a church, social organization, senior center, or senior housing development, must not restrict participation in the program/site to its own membership, or otherwise show discriminating preference for such membership.

**B. OAA-funded Home Delivered Nutrition Services (HDNS)**

To be eligible for HDNS, individuals must be aged 60 or older.

AND

1. Homebound. (Note: Homebound is defined as normally unable to leave home unassisted, and for whom leaving home takes considerable and taxing effort. A person may leave home for medical treatment or short, infrequent absences for non-medical reasons, such as a trip to the barber or to attend religious services.)

AND

2. Unable to prepare meals for themselves because of:
  - a. A disabling condition, such as limited physical mobility, cognitive or psychological impairment, sight impairment; or



- b. Lack of knowledge or skills to select and prepare nourishing and well balanced meals; or
- c. Lack of means to obtain or prepare nourishing meals; or
- d. Lack of incentive to prepare and eat a meal alone.

AND

3. Meet the vulnerability criteria outlined below. A person is considered vulnerable if s/he:
- a. Is unable to perform one or more of the activities of daily living (ADL's) or instrumental activities of daily living (IADL's) listed below without assistance due to physical, cognitive, emotional, psychological or social impairment.
    - Activities of daily living include eating, dressing, bathing, toileting, transferring in and out of bed/chair, walking.
    - Instrumental activities of daily living include preparing meals, shopping, medication management, managing money, using the telephone, doing housework, transportation.
    - Has behavioral or mental health problems that could result in premature institutionalization, or is unable to perform the activities of daily living listed above, or is unable to provide for his/her own health and safety, primarily due to cognitive, behavioral, psychological/emotional conditions which inhibit decision-making and threaten the person's ability to remain independent.

AND

- b. Lacks an informal support system. Has no family, friends, neighbors or others who are both willing and able to perform the service(s) needed, or the informal support system needs to be temporarily or permanently supplemented.

Other individuals eligible for Home Delivered Nutrition Services, if resources are available, include:

- The spouse, regardless of age, of a Client receiving home-delivered meals funded through OAA;
- Individuals with disabilities who are not older individuals but who reside in the same home with other individuals eligible for the service; and
- Individuals, regardless of age, providing volunteer services in the home-delivered meals program.

## **B. CONTRACTOR SERVICE OBLIGATIONS**

### **Congregate Nutrition Services and Home Delivered Nutrition Services**

1. In all stages of food service Contractor shall comply with federal, state, and local fire, health, sanitation, safety and building codes, regulations, licensure requirements, and other provisions relating to the public health, safety and welfare applicable to each Congregate Nutrition site, food preparation site, and food service vendor/caterer used in the nutrition program.
2. Specifically regarding food, food service, and the food worker, Contractor shall comply with Washington Administrative Code (WAC) 246-215, Food Service; WAC 246-217, Food Worker Cards; RCW 69.06 Food and Beverage Establishment Workers' Permits; program guidelines (Senior Nutrition Program Standards 2016); and AAADSW Program Instructions.
3. All staff, both paid and volunteer, must receive orientation before providing nutrition program services and must receive regular in-services training. A written training plan must be developed describing the content of the orientation and the subject matter to be covered during in-services training.
4. If referrals exceed resources, Contractor must notify AAADSW immediately. Any program changes needed as a result of referrals exceeding resources must have prior approval from AAADSW.
5. Written program objectives on the number and frequency of meals to be served by Contractor, the level of nutrition education, and nutrition outreach, must be developed by or for Contractor. These objectives must be specific, verifiable, and achievable.
6. A written plan describing procedures to be followed in case a participant becomes ill or is injured will be reviewed with staff, volunteers, and participants, and must be easily accessible to staff. Contractor must develop written procedures in the event of weather related or other emergencies, disasters, or situations which may interrupt Congregate Meal service, home deliveries, or the transportation of participants to the nutrition site. Procedures shall include maintaining lists of Clients with particular attention to those individuals who are at most risk in the event of an emergency.
7. Contractor ensures that each meal provides at least one-third (1/3) of the current Recommended Dietary Allowances (RDA), as established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences. Contractor is strongly encouraged to use computerized nutrient analysis to assure meals are in compliance with nutritional requirements. If nutrient analysis software is not used, Contractor must follow the menu pattern in the Senior Nutrition Program Standards 2016. The menu pattern is attached as an Exhibit of this Contract.

8. Contractor must provide special menus, where feasible and appropriate, to meet the particular dietary needs arising from the health requirements, religious requirements, or ethnic backgrounds of eligible persons. Examples include diabetic and low-salt diets, or serving rice at a meal site mostly attended by elderly Asian Clients.
9. Contractor must provide each client with the opportunity to make a voluntary and confidential monetary contribution to the cost of the meal. The contribution amount, if any, should be based on each participant's ability to donate, and no participant shall be denied a meal because a participant cannot or will not contribute to the cost of the meal. Any contributions shall be recorded as Program Income as outlined in this Contract's General and Special Terms and Conditions.
10. Dietician services: Contractor shall cooperate and coordinate activities with a Registered Dietician (RD) who provides technical assistance on menu planning, food health and safety, and program activities. Contractor shall:
  - (a) Consult with the RD on monthly menu planning, RDA standards, and recipe standardization;
  - (b) Allow the RD access to all program related facilities and staff so that the dietician may assess Contractor's performance; and
  - (c) Work with the RD to resolve any issues noted during the dietician's site visit, and will participate in other dietician-directed activities.
11. Nutrition Education: Contractor will conduct nutrition education activities at a minimum of two (2) times per calendar year per meal site. Nutrition education is defined as a set of learning experiences designed to facilitate the voluntary adoption of eating and other nutrition related behaviors conducive to health and well-being. Nutrition education should include information on physical activity in addition to nutrition. The Dietary Guidelines shall serve as the framework for all nutrition education activities. Nutrition education activities may be led by an RD or someone else overseen by an RD or individual with comparable expertise. Contractor is encouraged to use existing nutrition education resources from the Basic Food Nutrition Education Program, Washington State University Cooperative Extension, Senior Farmers Market Nutrition Program, or Department of Health's 5-a-Day Program. Examples of nutrition education activities include: presentations (minimum length: 5 minutes), cooking classes, food preparation, demonstrations, field trips, plays, panel discussions, planning and/or evaluating menus, food tasting sessions, question and answer sessions, gardening, physical fitness programs, videos, etc. For Home Delivered Nutrition Services Clients, activities can include the distribution of educational materials.

12. Nutrition Outreach: Contractor will conduct nutrition outreach as necessary to reach the target population. Nutrition outreach is a service designed to seek out and identify, on an ongoing basis, the maximum number of hard- to-reach, isolated, and vulnerable persons who are or may be eligible for Congregate or Home Delivered Nutrition Services.
13. Information and Referral to Basic Food Program: Contractor will provide information for the Senior Nutrition Program Clients to take advantage of benefits available to them under the Basic Food Program. Contractor shall coordinate its activities with local agencies that conduct outreach for the Basic Food Program to facilitate participation of eligible older persons in the program.
14. Subject to Client consent, any Client who appears to meet the vulnerability criteria listed in an Exhibit of this Contract shall be referred to Senior Information and Assistance for screening to determine the need for case management services.
15. All Contractor employees and volunteers are mandatory reporters of abuse and neglect of vulnerable adults and children in accordance with state law. Contractor shall report any conditions or circumstances which place a person or the household in imminent danger as outlined in this Contract's General Terms and Conditions.

#### **Congregate Nutrition Services ONLY**

1. Congregate Nutrition sites must be located where there are major concentrations or high proportions of the target group of older persons. They must be located close to, and preferably within walking distance of, areas where members of the target group reside.
2. Contractor is required to develop a written agreement, or contract if necessary, with each agency or organization where a Congregate Nutrition site or home delivered food preparation site is located. The agreement or contract must include responsibilities and obligations of each party, staffing interrelationships, costs or payments, if any, and the days and hours the Congregate Nutrition site will operate or, for Home Delivered Nutrition Services, the days that meals will be delivered.
3. Contractor must serve hot or cold appropriate meals at least once a day, five (5) or more days per week. Exceptions to the frequency of service may be made in a rural area or where such frequency is not feasible. This must be approved by AAADSW. Exceptions can also be made in the case of a provider serving an ethnic community, where such frequency is not feasible, and there are other Congregate Nutrition sites in the area open on the days the ethnic provider is closed. When funding permits, Contractor should

consider, where feasible and appropriate, serving two (2) or more meals per day, seven (7) days a week, and providing meals on holidays.

4. If Contractor's service area includes communities where there are significant numbers of minority populations, Contractor must make special efforts to serve these populations.
5. Basic food benefits may be accepted at Congregate Nutrition sites. Contractor may seek to be certified to accept basic food benefits available only through the Quest card in lieu of cash from participants. If Contractor is certified, Contractor assures that all provisions relating to the use and handling of basic food benefits as prescribed by federal, state, and local agencies responsible for administering the Basic Food Program are met.
6. Contractor shall ensure each CNS Client completes the Nutrition Screening Initiative Checklist "*Determining Your Nutritional Health*" by Client's fifth visit to a Congregate Meal site and report monthly to AAADSW the number of Clients determined to be at high nutritional risk (have a score of 6 or higher). Resources or nutritional information may be provided to participants determined to have high nutritional risk.
7. Applicants for Congregate Nutrition Services who refuse to provide required information may not be denied service. This does not relieve Contractor of the responsibility to make reasonable attempts to get the information and to explain the reasoning behind the request.

### **Reporting Requirements – Congregate Nutrition Services**

Contractor shall enter all required reporting elements in CLC GetCare System.

#### **1. Client Information**

The following Client information shall be collected and entered into CLC GetCare System by the participant's fifth Congregate Meal. In the event the information cannot be obtained, Contractor shall notify AAADSW.

- First and last name
- Street and mailing address with zip code (if different)
- Primary telephone number including area code
- Gender
- Birth Date
- Urban/rural
- Race and Ethnicity
- Primary language spoken
- Household Status
- Minority Status

- Poverty Status
  - Name and phone number of emergency contact
  - Special diet requirements, restrictions, or nutritional problems and concerns expressed by the participant
  - Nutrition Risk Score
  - Yes or No - did participant score as At Nutritional Risk on *Determining Your Nutritional Health* form
2. Monthly Service Numbers  
Contractor shall input required reporting elements within CLC GetCare System.
3. Annual Data Review and Clean Up  
Contractor shall assist AAADSW to review and correct Contractor's data as required for federal and state reporting. All Clients/participants who have not received Congregate Nutrition Services for 12 months or more will be deactivated for reporting purposes.

#### **Home Delivered Nutrition Services ONLY**

1. Contractor shall provide the equivalent of one Home Delivered Meal per day, for five or more days a week, to authorized Clients residing in their own homes.
2. Meals may be hot, cold, frozen, dried, canned; or supplemental foods with a satisfactory storage life.
3. Upon request, Contractor shall provide in writing the method used to determine which Clients, if any, received frozen meals, dried, canned, or supplemental foods.
4. Contractor may elect to provide additional services such as serving two (2) or more meals a day, serving meals seven (7) days a week, and providing meals on holidays.
5. Contractor shall also obtain the following documentation for the Client's file:
  - verification that a grievance procedure was provided to the participant; and
  - verification of Client consent to release information for any non-program contacts

#### **Home Delivered Nutrition Services Client/Participant Assessments**

1. Contractor shall assess individuals aged 60 and over requesting OAA funded home-delivered meals according to the eligibility criteria in this Statement of Work Section A - 3(b).

2. There shall be an initial in-home assessment and subsequent reassessments of each participant annually. The initial assessment shall be completed within three (3) weeks of the participant's first meal. Subsequent reassessments shall be completed annually, or sooner if the initial assessment indicates that the participant will need home-delivered meals on a temporary rather than permanent basis. An example would be a participant who is recovering from surgery or illness and is expected to recover the ability to provide for himself/herself nutritionally.
3. Applicants for Home Delivered Nutrition Services who refuse to allow an in-home assessment to determine eligibility for home delivered nutrition services may be denied service. This does not relieve Contractor of the responsibility to make reasonable attempts to get the information and to explain the reason for the assessment to applicants.
4. Contractor shall establish specific written procedures on how the assessments will be conducted. An assessment must not only focus on a participant's deficits, but also on his or her strengths and informal supports so that those with the greatest need receive this service when resources are limited. The assessment of strengths and informal supports may furnish ideas for alternate means of providing services or assistance.
5. Contractor shall ensure each HDNS Client completes the Nutrition Screening Initiative Checklist "*Determining Your Nutritional Health*" as part of the initial in-home Assessment and report monthly to AAADSW the number of Clients determined to be at high nutritional risk (have a score of 6). Resources or nutritional information may be provided to participants determined to have high nutritional risk.

### **Reporting Requirements - Home Delivered Nutrition Services**

Contractor shall use CLC GetCare System to enter required reporting elements.

#### **1. Client Intake**

The following Client information shall be collected by Contractor within a client's first five (5) meals.

- First and last name
- Street and mailing address with zip code (if different)
- Primary telephone number including area code
- Gender
- Birth Date
- Urban/rural
- Race and Ethnicity
- Primary language spoken

- Household Status
  - Minority Status
  - Poverty Status
  - Name and phone number of emergency contact
  - Special diet requirements, restrictions, or nutritional problems and concerns expressed by the participant
  - Yes or No for participant scored as At Nutritional Risk on the Determining Your Nutritional Health
  - A CLC GetCare Functional Assessment to populate ADL/IADL accurately
2. Monthly Service Numbers
- Number of meals provided to each eligible Client
  - List of Clients no longer receiving meals. List shall include first name, last name, DOB, date of and reason code for termination
  - Number of Clients determined to be at high nutritional risk (have a score of 6).
3. Annual Data Review
- Contractor shall assist AAADSW to review and correct Contractor's data as required for federal and state reporting.

The above information shall be submitted to AAADSW using the CLC GetCare System prior to reporting and billing for meals provided for the respective Client. In the event the information cannot be obtained, Contractor shall notify AAADSW immediately.

End



**Senior Nutrition Services**

**SPECIAL TERMS AND CONDITIONS**

**Skamania County Senior Services (Contractor)**

**Purpose**

Senior Nutrition Programs provide congregate and home delivered meals to adults 60 and older and to other eligible individuals. These meals are provided in a variety of settings, including senior and community centers, churches, and individual homes. Contractor shall provide the services and staff and otherwise do all things necessary for, or incidental to, the performance of work as set forth in the attached Statement of Work.

**Contract Period of Performance**

The Period of Performance is January 1, 2023 through December 31, 2026 provided neither party elects to terminate this Contract per the terms outlined in Section M. of this Contract's General Terms and Conditions.

**Service Area**

The geographic service area in which Contractor shall provide the defined services is Skamania County.

**Staffing Plan and Staff Qualifications**

Contractor shall employ an adequate number of qualified personnel to assure satisfactory delivery of services. Services may be performed by staff whose duties fall under one or more contracts with AAADSW. Contractor shall have clear written descriptions of roles and responsibilities to ensure that all necessary functions are performed.

**Minimum Service Levels**

Contractor shall meet the following service levels, at minimum:

<b>Program</b>	<b>Meals</b>	<b>Persons Served</b>
Congregate Meals – OAA IIIC1	2,880	28
Home Delivered Meals – OAA IIIC2	6,000	60

### **Consistent Level of Service**

Funds awarded under this Contract are intended to provide a consistent level of service throughout this Contract's Period of Performance. Contractor agrees that if funds are paid prior to the Contract end date, Contractor will continue to provide services for the duration of the Contract in at least the average monthly level of service for the previous three (3) months, unless otherwise approved in writing by AAADSW.

### **Exception to Frequency of Service for Congregate Nutrition Services**

AAADSW grants Contractor's request for Exception to Frequency of Service for delivery of Congregate Nutrition Services because Skamania County is a rural area. Contractor shall provide Congregate Meals at the Rock Creek Recreational Center in Stevenson beginning at noon on Mondays, Wednesdays and Fridays.

### **Funding Sources**

Funding sources for services to Non-Medicaid clients include one or a combination of the following:

- OAA Title IIIC(1) - Congregate Meal Services;
- OAA Title IIIC(2) - Home Delivered Meal Services;
- Nutrition Services Incentive Program (NSIP).
- American Rescue Plan (ARP).
- AAADSW Discretionary Funds

### **Basis for Reimbursement**

This is a Cost Reimbursement Contract with an annual limit. Contractor is identified as a Subrecipient of federal assistance funds for purposes of 2 CFR Part 200. As a Subrecipient, Contractor must comply with all requirements imposed on Subrecipients by federal laws, regulations and funding sources.

Monthly service unit reporting must be completed in the CLC-GetCare database by the 12th day of each month. Contract payment requests will not be processed until service unit reporting is complete. Contractor shall attach a CLC GetCare report to the invoice submission to verify service recording is complete.

Contractor specifically agrees to participate in monitoring processes as described in relevant OMB circulars and CFRs, the General Terms and Conditions of this Contract, ADSA Management Bulletins and AAADSW Program Instructions. Contractor shall comply with required corrective actions listed in the monitoring reports.

Contractor shall:

- Maintain records that identify in its accounts all federal awards received and expended and the federal programs under which they were received by the Catalog of Federal Domestic Assistance (CFDA) Title and Number, name of the federal agency, and name of the pass-through entity.

The CFDA Numbers for services under this Contract are the following:

<b>CFDA Title</b>	<b>CFDA#</b>	<b>Federal Agency</b>
Special Programs for the Aging – Title III, Part C Nutrition Services	93.045	Administration on Aging, Dept. of Health and Human Services
Nutrition Services Incentive Program (NSIP)	93.053	

- Maintain internal controls that provide reasonable assurance that Contractor is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant contracts that could have a material effect on each of its federal programs.
- Prepare appropriate financial statements, including a Schedule of Expenditures of Federal Awards.
- Ensure that audits are performed by a Certified Public Accountant or the State Auditor's Office. Contractor is responsible for the cost of the audit(s).
- Submit copies of the required audit report and any management letters issued by the auditor to AAADSW within nine (9) months after the close of Contractor's fiscal year.
- Comply with any future amendments to 2 CFR Part 200 and any successor or replacement Circular or regulation.
- Comply with the applicable requirements of 2 CFR Part 200 and any future amendments, successor or replacement Circular or regulation thereof.
- Maintain a complete set of financial records sufficient to withstand a full audit during this Contract's Period of Performance and for the full Record Retention Period thereafter as outlined in this Contract's General Terms and Conditions.
- Permit AAADSW or its auditor to have access to the records and financial statements necessary for AAADSW to comply with 2 CFR Part 200.
- Comply with the Omnibus Crime Control and Safe Streets Act of 1968, Title VI of the Civil rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and the Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G, and 28 CFR Part 35 and Part 39.
- Maintain documentation for bi-annual inventory tallies for fixed assets, including any discrepancies.

- Obtain property insurance if government funds are used to purchase assets.

In addition to the policies listed in Section F13. of this Contract's General Terms and Conditions, Subrecipient contractors shall have written Fiscal Policies and Procedures for the following:

- Fixed Assets
- Internal Control (in a separate section)
- Petty Cash
- Cash Disbursements (approvals)
- Private Client Payments

### **Cost Allocation Plan**

Contractor shall submit a Cost Allocation Plan to AAADSW for approval. The Plan must meet the requirements of 2 CFR Part 200 as applicable. All budgets must be in agreement with the Plan.

In the event of changes in allocation method or amounts, a revised Plan must be submitted to AAADSW for approval. Following approval, Contractor shall also submit the appropriate budget revisions to AAADSW.

### **Single Audit Act Compliance**

If Contractor is a Subrecipient and expends \$500,000 or more in federal awards from any and/or all sources in any fiscal year, then Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Federal funds may not be used to pay for a 2 CFR Part 200 audit, however, if the audit does not meet the 2 CFR Part 200 audit requirements. Upon completion of a single audit, Contractor shall:

- (1) Submit to AAADSW Fiscal Management Staff the data collection form and reporting package specified in 2 CFR Part 200, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.
- (2) Follow-up and develop corrective actions for all audit findings in accordance with 2 CFR Part 200, and prepare a "Summary Schedule of Prior Audit Findings."

### **Allowable Costs**

Allowable Costs are those costs that are necessary and reasonable for proper and efficient performance of this Contract. Allowable Costs under federal awards to local or tribal governments must be in conformance with 2 CFR Part 200, Cost Principles for State, Local and Indian Tribal Governments. Allowable Costs under federal awards to non-profit organizations must be in conformance with 2 CFR Part 200, Cost Principles for Non-Profit Organizations.

If it is determined by AAADSW or during the course of a required audit that Contractor has been reimbursed for unallowable costs under this Contract, then Contractor will be required to reimburse AAADSW for those costs.

### **Maintenance and Protection of DSHS or AAADSW Property**

Contractor shall take reasonable steps to protect and maintain all DSHS or AAADSW property in its possession against loss or damage and shall return any such property to DSHS or AAADSW upon termination and non-renewal of this Contract, reasonable wear and tear accepted. Contractor shall maintain records and keep a written, physical inventory of all real property, equipment and supplies provided by DSHS/AAADSW.

### **Capital Assets Purchases**

A "Capital Asset" for this purpose is defined as an item with a normal life of more than one (1) year and a cost of \$5,000 or more. Contracted providers must submit a written justification and receive prior written approval from AAADSW for such a purchase.

Documentation must include:

- A clear demonstration of the need for the capital expenditure;
- A description of the benefits to be received from such expenditure;
- A description of various alternatives explored such as leasing vs. buying; and
- Evidence that proper allocation of the cost will occur if the asset is to be used for multiple-funded programs.

AAADSW will notify Contractor of reporting and accounting requirements associated with a specific purchase.

### **Compliance with Davis-Bacon and Related Acts for Any Construction**

Contractor shall receive prior written approval from AAADSW before authorizing any Construction work deemed necessary for delivery of services under this Contract.

"Construction" for this purpose is defined as all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work site by the employees of a construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by a person employed at the site by the construction subcontractor.

If Construction work is approved by AAADSW, all laborers and mechanics employed by Contractor to work on construction projects in excess of \$2,000 financed by federal funds (in whole or in part) must be paid wages not less than those established for the locality of the project (prevailing wage rates) by the U.S. Department of Labor under the Davis-Bacon and Related Acts.

Additional information on Contractor's requirements for Construction work will be provided to Contractor at the time of AAADSW's approval.

### **Consideration**

The maximum allocations payable to Contractor for satisfactory delivery of Senior Nutrition Services, including any and all expenses, are the following:

Description	Funding Source	Allocation	Total
Congregate Meals	OAA IIIC(1), ARP, AAADSW Discretionary Funds	\$29,223	\$30,614
	NSIP	\$1,391	
Home Delivered Meals	OAA IIIC(2), ARP, AAADSW Discretionary Funds	\$47,532	\$51,706
	NSIP	\$4,174	

**Matching Fund Requirements**

Funds for Senior Nutrition Services must be matched by a 15% local, non-federal Match toward the total program cost.

The formula for calculating Match is:

**Total Allocation from AAADSW/0.85 = Total Expenditures; and  
Total Expenditures - Allocation = Match.**

In the event it appears that Contractor may not meet the Match for this Contract's Performance Period, then AAADSW may ask Contractor to submit a report outlining how Contractor intends to meet the requirement.

Match may be in the following forms:

- (1) cash outlays;
- (2) costs not involving cash outlays such as depreciation and use charges for buildings or equipment; and
- (3) donations to the Contractor including cash donations from other public agencies, institutions, or private sources as well as in-kind donations of goods, services, real or personal property and the use of real or personal property.

Contractors must show that in-kind donations directly benefit and are specifically identifiable to each of the contracted services. Contractors' records must show how the value placed on the in-kind donations was derived. Donated volunteer services must be valued at rates consistent with those ordinarily paid for similar work in the same labor market. Donated supplies must be valued at the market value of the supplies at the time of donation. Donated space must be valued at the current local market rate for rentals of similar space.

**Use of Federal Funds, Program Income and Unearned Income**

The federal funds provided in this Contract shall be used to supplement or enhance services and not supplant non-federal funding of these services.

Contractor shall ensure that Clients have the opportunity to make voluntary, confidential contributions for services as outlined in this Contract's General Terms and Conditions.

Contractor shall report to AAADSW all Program Income received each month and shall ensure it is expended within this Contract's Period of Performance and in accordance with this Contract's objectives. AAADSW will verify that Contractor has written procedures for the receipt and use of Program Income.

Contractor shall identify all revenue in excess of expenses. AAADSW must approve the use of unearned income such as interest on federal funds received by Contractor in the same or following Period of Performance or recover the unearned income.

If Contractor elects to investigate a report or suspicion of theft, fraud or misuse of government funds, Contractor shall submit to AAADSW a description of the situation immediately upon Contractor's decision to investigate.

Where employees are expected to work solely on a single federal award or cost objective, charges for their salaries and wages will be supported by semi-annual certifications that the employees worked solely on that program for the period covered by the certification. These certifications must be signed by the employee and supervisory official having first-hand knowledge of the work performed by the employee. Where employees work on multiple activities or cost objectives, a distribution of their salaries or wages must be supported by personnel activity reports or equivalent documentation as outlined in 2 CFR Part 200 as applicable.

#### **Billing and Payment**

Contractor shall not bill and AAADSW shall not pay for the delivery of additional services not authorized by AAADSW or for services that have not already been provided.

Contractor shall request payment for reimbursable services by submitting invoices in paper or electronic copy to AAADSW by the 15th calendar day of the month following the month in which services are provided as outlined in this Contract's General Terms and Conditions.

AAADSW's mailing address for invoices is:

**Area Agency on Aging and Disabilities of Southwest Washington**  
Attn: Matt Gustofson  
201 NE 73<sup>rd</sup> Street  
Vancouver, WA 98665-8343  
[Matt.Gustofson@dshs.wa.gov](mailto:Matt.Gustofson@dshs.wa.gov)

AAADSW submits correct Official Invoices and Transaction Information for payments to be made to contractors per the following schedule:

<b>Transaction Information received by AAADSW staff</b>	<b>Payments are issued</b>
Between the 1 <sup>st</sup> and the 15 <sup>th</sup> day of a month	Last working day of the same month
Between the 16 <sup>th</sup> and the last day of a month	15 <sup>th</sup> day of the following month <i>(or last working day prior to the 15<sup>th</sup>)</i>

End



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 \_\_\_\_\_

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

3. Contractor Information: Contractor: Area Agency on Aging & Disabilities for SW WA  
Contact Person: Nellya Zornes  
Title: Contracts & Development Manager  
Address: 201 NE 73<sup>rd</sup> Street, Suite 201  
Address: Vancouver, WA 98665  
Phone: 360-735-5716

4. Brief description of purpose of the contract and County's contracted duties:  
AAADSW contract for Senior Transportation program

5. Term of Contract: From: 1/1/2023 To: 12/31/2023

6. Contract Award Process: (Check appropriate box) N/A  
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) N/A

- 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: \$102,191  
Amount Not Budgeted in Current Year \$  
Total Non-County Funds Committed: \$102,191 Source: OAA, THIB, SCSA & ARP  
Total County Funds Committed: \$18,033  
TOTAL FUNDS COMMITTED: \$120,224


8. County Contact Person: Name: Sophie Miller  
Title: Program Manager

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 Senior Services	Signature 
<b><u>AGENDA DATE</u></b>	January 18, 2023	
<b><u>SUBJECT</u></b>	Senior Transportation Contract	
<b><u>ACTION REQUESTED</u></b>	Approve/Sign Contract	

**SUMMARY/BACKGROUND**

The contract is with the Area Agency on Aging and Disabilities of Southwest Washington to provide Senior transportation for Skamania County residents 60 & older.

**FISCAL IMPACT**

\$102,191 with a match of \$18,033 (Medicaid & WSDOT)

**RECOMMENDATION**

Approve/Sign the contract

**LIST ATTACHMENTS**

AAADSW Signature page,  
Statement of Work for Senior transportation  
Special Terms/Conditions,  
Board Signature Page

## Contract Signature Page

<b>Service:</b> Senior Transportation Services	<b>Subcontractor:</b> Skamania County Senior Services
<b>Contract Type:</b> Cost Reimbursement with limit	<b>Contact:</b> Sophie Miller
<b>Performance Period:</b> January 1, 2023 through June 30, 2026	<b>Address:</b> PO Box 369 Stevenson, WA 98648
<b>Non-Medicaid Allocation:</b> \$102,191.00	<b>E-mail:</b> <a href="mailto:miller@co.skamania.wa.us">miller@co.skamania.wa.us</a> <b>Phone:</b> 509-427-3985 <b>Fax:</b> 509-427-0139
<b>Funding Source(s):</b> OAA TIIIB, SCSA, ARP, AAADSW Discretionary Funds	<b>Counties Served:</b> Skamania
<b>HHS Awarding Agency:</b> Administration for Community Living	<b>Subrecipient or Vendor:</b> Subrecipient
<b>CFDA Numbers:</b> 93.044	<b>Federal UEI:</b> L6CLT2CVE327
<b>Required match:</b> 15% on Total Allocation	<b>WA UBI:</b> n/a <b>Federal Tax ID #:</b> 91-6001363

### AAADSW Contacts

**Email:** [Claire.Thackeray@dshs.wa.gov](mailto:Claire.Thackeray@dshs.wa.gov)

**Email:** [Whitney.Oswald@dshs.wa.gov](mailto:Whitney.Oswald@dshs.wa.gov)  
[Nellya.Zornes@dshs.wa.gov](mailto:Nellya.Zornes@dshs.wa.gov)

**Telephone:** 360-735-5778

**Telephone:** 360-992-4073  
360-735-5713

**Fax:** 360-696-4905

**Fax:** 360-696-4905

The terms of this Contract are set out in and governed by the following, which are incorporated herein by reference.

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> <b>General Terms and Conditions</b><br><br><input checked="" type="checkbox"/> <b>Statement of Work</b><br><br><input checked="" type="checkbox"/> <b>Special Terms and Conditions</b><br><br><input checked="" type="checkbox"/> <b>Exhibit A: Budget and Staffing Forms</b><br><br><input checked="" type="checkbox"/> <b>Exhibit B: Contractor Profile</b> | <input checked="" type="checkbox"/> <b>Exhibit C: Request for Driving Record Form<br/>Invoice Form<br/>Invoice Detail Form<br/>AAADSW PI 2012-06</b><br><br><input checked="" type="checkbox"/> <b>Exhibit D: Senior Vulnerability Criteria<br/>and Disqualifying Crimes List</b><br><br><input checked="" type="checkbox"/> <b>Exhibit E: Client Data Security</b><br><br><input checked="" type="checkbox"/> <b>Exhibit F: HIPAA Compliance</b> |
|---|---|

This contract, including all exhibits and other documents incorporated by reference, contains all of the terms and conditions agreed upon by the parties and supersedes all previous agreements. No other understandings or representations, verbal or otherwise, regarding the subject matter of this contract shall be deemed to exist or bind the parties. The parties signing below warrant they have read and understand all the terms of the contract, and have the authority to enter into this contract.

SUBCONTRACTOR	AAADSW
X	X
<b>Name:</b>	<b>Name:</b> Richard Mahar, Commissioner Chair, AAADSW COG
<b>Date:</b>	<b>Date:</b>

A R E A A G E N C Y O N  
**Aging & Disabilities**  
O F S O U T H W E S T W A S H I N G T O N

**Senior Transportation Services**

**STATEMENT OF WORK**

**Skamania County Senior Services (Contractor)**

**A. SERVICE DESCRIPTION**

Senior transportation services are designed to transport eligible persons to and from social services, medical and health care services, meal programs, senior centers, essential shopping, and recreational activities. For clients who are covered by Medicaid and who need transportation for medical reasons, the Medical Transportation Brokerage (MTB) should be used.

These services are available to eligible individuals who have no other means of transportation or who are unable to use existing transportation. Personal assistance shall be provided for those with limited physical mobility. Public, commercial and volunteer transportation may be used to deliver this service.

**B. ELIGIBILITY and TARGET POPULATION**

Eligible and Target Population persons are:

- Persons age 65 or older; OR
- Between ages 60 and 64 and either unemployed or working 20 hours per week or less; AND
- are needing transportation to medical and health care services, social services, meal programs, senior centers, shopping and recreational activities; **and** cannot manage their own transportation because they do not:
  - Have a car;
  - Drive;
  - Afford to drive; and
  - Use public transportation or public transportation is not available or accessible.

AAADSW PI 2012-06 applies, and is included in Exhibit E to this contract.

Contractor shall determine client's eligibility every 12 months.

Contractor shall maintain records showing eligibility determination for monitoring.

### **C. TRIP PRIORITIES**

To assist in determining trip priorities, AAADSW has developed the following Trip Priority List.

1. Medically related trips
  - Doctor's Office/Health Clinic
  - Treatment (dialysis, chemotherapy, radiation)
  - Therapy (physical/occupational/speech)
  - Dentist
  - Mental/Behavioral health
  - Pharmacy
2. Adult Day Services (Clark County Only)
  - Adult day health
  - Adult day care
3. Nutrition programs
  - Congregate meal sites
4. Essential errands
  - Shopping for food/household goods
  - Food Bank(s)
  - Post Office
5. Social Services (not recreation)
  - Social Security
  - Home and Community Services/Area Agency on Aging
  - DSHS
6. Recreational Activities
  - YMCA/Health Club (non-medical)
  - Senior Center (outside of Congregate meal programs)
  - Square Dancing
  - BINGO
  - Hair Care

### **D. CONTRACTOR SERVICE OBLIGATIONS**

#### **1. SERVICE DELIVERY**

##### **a. Regular Specialized Transportation**

Contractor shall provide Regular Specialized Transportation. Regular Specialized Transportation is defined as the transportation of passengers using provider-owned vehicles utilizing special equipment when required or necessary to accommodate those with limited physical mobility. Drivers are usually paid, but volunteer drivers may also be utilized.

**b. Volunteer Transportation**

Contractor shall provide Volunteer Transportation. Volunteer Transportation is defined as the transportation of passengers using privately owned vehicles. Drivers are volunteers, generally reimbursed for expenses incurred. These services may be used along with or as an alternative to Regular Specialized Transportation.

**c. Emergency Transportation**

Contractor shall ensure that in an emergency, clients will be directed to the appropriate emergency resources. ***Emergency transportation is not part of the Contractor's duties.*** Contractor shall maintain a local referral source with whom to discuss emergency situations. Contractor shall also know appropriate local emergency transportation systems for client referrals, and shall coordinate with emergency preparedness agencies to ensure access to urgent or critical care.

**d. Vehicle Operation Limitations**

Contractor shall ensure that the following restrictions to vehicle operations:

1. No vehicle shall be routinely operated outside its normal service area.
2. Transportation of clients to recreation, meal programs, or senior centers outside of a 100-mile radius of the provider agency's dispatch point is prohibited.
3. All vehicles shall be secured in off-street parking areas when not in service.
4. Vehicles shall be parked in the safest areas available when loading and unloading passengers.
5. When possible, drivers should be assigned to regular routes to develop route familiarity.

**e. Client Access**

Contractor shall provide the most appropriate, lowest cost transportation services available to clients who reside in Contractor's service area. For grouped trips, Contractor shall develop a "shared ride" rate structure that ensures a lesser fee for all grouped passengers after the first passenger.

**f. Referrals to Aging & Disability Resource Center/Case Management**

Subject to client consent, all clients who appear to meet the vulnerability criteria listed in Exhibit D to this contract shall be referred to the local Aging & Disability Resource Center program for screening to determine the need for Case Management Services.

**g. Waiting Time**

Pick-up wait time. Contractor shall manage resources to ensure the average client waiting time for a scheduled pickup to travel to an appointment does not exceed 15 minutes, and actual waiting time must not exceed 30 minutes.

Contractor shall not drop off clients at their destinations more than 30 minutes prior to their appointments, unless requested by the clients.

Return Trip wait time. The average client waiting time for a scheduled return trip, after an appointment, shall not exceed 30 minutes.

Will-Call. Will-call trips are not held to the standards listed above. Clients choosing will-call services must be directly notified by Contractor of the possibility of significantly longer wait times. Will-Call trips, being immediate in nature, may result in fewer resources available.

Multi-Passenger. In multiple-passenger situations, no client shall remain in the vehicle for more than 45 minutes longer than the average travel time for that individual client's trip using the same mode of transportation from the point of pick-up to the destination.

#### **h. Daily Activity Documentation**

Contractor shall maintain documentation of trips provided to clients to and from approved services. Documentation includes, at a minimum, the following:

- Client or Requestor name (both, if different);
- Date and time of contact or request;
- Date and time for the provision of the requested transportation;
- Mode of transportation requested and authorized;
- Pick-up location;
- Destination;
- Client's county of residence;
- Each client's mobility status;
- Each client's personal capabilities;
- The level of transportation approved, if applicable;
- Assigned provider of transportation;
- Mileage;
- Authorization number (if applicable); and
- Driver name.

Upon request, Contractor shall make the records available to AAADSW for review and audit.

#### **i. Referral Process**

Senior Transportation referrals can be from clients, community providers, Case Managers or Aging & Disability Resource Specialists.

#### **j. Safety Standards**

Mandatory transportation safety standards are determined by the size and nature of the provider. Full details of these are available from the Federal Transit Administration, Office of Safety and Security, 400 7<sup>th</sup> Street SW, Washington D.C. 20590. It is the responsibility of Contractor to ensure that they are in compliance with all applicable federal, state and local regulations.



## 2. DRIVER POLICIES

These policies apply to both paid and volunteer drivers unless otherwise noted. Contractor shall comply with all personnel policies described in this Contract's General Terms and Conditions, and the following specific requirements. School District and Public Transit District staff and vehicles are exempt from these standards, but will instead comply with all relevant state and federal regulations.

### a. Drug and Alcohol Testing

Contractor shall maintain an operational, random drug and alcohol testing program with written policies and procedures. This program shall consist of an initial drug and alcohol test prior to employment and annual unannounced, unpredictable random testing thereafter, with at least one test per year. Test results must be submitted to AAADSW for review, upon request.

Contractor, who receives direct federal funding, warrants that their operations are in compliance with the Federal Transit Administration's (FTA) drug and alcohol regulations, and the Federal Highway Administration's (FHA) drug and alcohol regulations, as applicable under direct federal or state awards. This compliance with FTA and FHA regulations supersedes above listed drug and alcohol testing requirements for Contractor who receives direct federal funding.

Contractors that use volunteer drivers shall have an alcohol and drug program for their volunteers that include rules for alcohol and drug use. However, the volunteers do not have to comply with the same alcohol and drug testing requirements stated above.

### b. Driver Qualifications and Screening

(1) Each driver shall be qualified and screened prior to the driver transporting clients. Documentation of qualifications shall be provided prior to the driver providing service.

(2) License and Insurance: All drivers shall have a valid state-issued driver's license and insurance as required by law before starting to provide client services. A commercial driver's license is required for drivers driving a vehicle with a capacity of 16 or more.

(3) Abstract of Driving Record (ADR): Contractor shall check each driver's ADR prior to providing client services and annually thereafter. A Request for Driving Record to receive an ADR is an Exhibit to this Contract.

For Washington State drivers, Contractor must request an "Employment" ADR check.

For Oregon State drivers, Contractor must request a "Certified Court Print" ADR check.

Based on this check, drivers shall have no moving traffic violations and have not been involved in any at-fault accidents within the past two (2) years. Drivers shall not have any DWI (driving while intoxicated) or DUI (driving under the influence) convictions within the past fifteen (15) years. Drivers shall not have had any vehicular assault, vehicular homicide, or deferred prosecutions. Drivers shall not have had any failure to appear in response to a traffic citation or failure to respond to a notice of infraction served by a law enforcement officer. The "Driving Record Request" form DR-500-009 is to be used for all ADR checks. This form can be found at <https://www.dol.wa.gov/forms/vitallinks/?form=500009>.

Annually, any driver moving traffic violations or accidents will be reviewed on a case-by-case basis. Eligibility to provide client transportation will be determined by AAADSW after a thorough review of the incidents.

(4) Background Check: Contractor shall complete an initial background check prior to employment and within every two (2) years thereafter. Drivers shall not have any convictions for any crimes that DSHS has determined to disqualify a person from working with children or vulnerable adults. A list of current disqualifying crimes is an Exhibit to this Contract. The Washington State Patrol check (often called a WATCH report) is the minimum standard for this background check. An FBI background check is required for drivers who are not Washington State residents or who have not lived in Washington State for at least three (3) years. Contractor may utilize a private company to complete criminal background checks if that company can document that the Washington State Patrol data bank is searched. Contractor shall immediately report any changes in criminal history of a driver to AAADSW.

(5) Records shall be maintained, and provided to AAADSW upon request, for all drivers to verify that they have a valid driver's license and insurance, a qualifying criminal background check, and a qualifying Abstract of Driving Record.

(6) Statement of Physical Ability:

Prior to transporting clients, and annually thereafter, each driver shall sign and date a statement saying that s/he is:

- a) Physically able to drive a vehicle (either the driver's own or the company's, as applicable), and currently licensed to do so; and
- b) Free from the influence of alcohol or drugs (whether illegal, prescribed, or over-the-counter) that will cause poor judgment and/or hinder the driver's ability to safely complete any portion of

the driver's duties. Prescribed medication can be used by a driver as long as his/her duties can still be performed in a safe manner and Contractor has written documentation from a medical provider licensed to prescribe that the specific medication will not impact the ability of the driver to drive.

(7) Drivers shall have no previous record of adult or child abuse through the Washington State Patrol criminal identification section.

(8) Drivers shall maintain records and accept record and deposit client donations in an atmosphere that protects the client's right to confidentiality.

(9) Contractor shall not allow any driver or dispatcher to provide or facilitate any service under this contract if there is any indication that the driver or dispatcher may pose a risk to clients.

### **c. Driver Training**

Contractor shall assure that all drivers are completely familiar with their jobs and able to safely use all associated equipment.

**Paid Drivers** - The driver training program shall be written and include at least the following:

(1) A full briefing for new drivers about the transportation program, reporting forms, vehicle operation and the geographic area in which they will operate their vehicles.

(2) Before passengers are transported, each driver will be road tested with each kind of vehicle he/she will drive and tested on a semi-annual basis.

(3) Drivers will be trained to use any special equipment used in their vehicles, such as wheelchair lifts, two-way radios, cell phones, and fire suppression equipment.

(4) Within the first six (6) months of employment, drivers will successfully complete the National Safety Council Defensive Driving Course or an approved equivalent. This certification is valid for one (1) to three (3) years. Some certificates have an expiration date of one (1) year and some certificates have no expiration date. If there is no expiration date listed on the certificate, the certificate is valid for three (3) years. Each driver must be re-certified in Defensive Driving training every one (1) to three (3) years.

(5) Within the first six (6) months of employment, drivers will successfully complete an approved course in first aid training, including training in the use of cardiopulmonary resuscitation techniques (CPR). CPR certification

is usually valid for one (1) to two (2) years. Recertification is required as the certificate expires. Drivers on an annual basis should complete refresher courses.

(6) Within the first six (6) months of employment, drivers will successfully complete an approved course in Passenger Assistance techniques. This certification is valid for three (3) years. Each driver must be recertified in Passenger Assistance techniques every three (3) years.

(7) Within six (6) months of employment each driver must be trained in the proper installation of child safety seats and the use of child safety seats, both those with the vehicle and others, in case the child's parent or guardian supplies a child safety seat and is unable to properly secure the child safety seat by her/himself.

(8) Drivers shall receive at least an annual briefing that covers changes in the transportation program, reporting forms, and vehicle operation, including the operation of special equipment.

(9) Records shall be maintained and provided to AAADSW when requested for all drivers to verify training. Copies of all training certificates shall be kept in each driver's personnel file.

(10) Agencies are encouraged to coordinate training with other community programs in order to increase the driver's knowledge about and integration with the service delivery system.

Volunteer Drivers - The driver training program shall be written and include at least the following:

(1) Orientation to the sponsoring agency and the purpose of the program, role of volunteers, rights and responsibilities, reimbursement, reporting requirements and evaluation. On-going in-service training should be provided to volunteer drivers as opportunities arise.

(2) Before passengers are transported, each driver will be road tested with each kind of vehicle he/she will drive and tested on a semi-annual basis.

(3) Drivers will be trained to use any special equipment used in their vehicles, such as wheelchair lifts, two-way radios, cell phones, and fire suppression equipment.

(4) Within the first sixty (60) days following the initial driving assignment, drivers will successfully complete the National Safety Council Defensive Driving Course or an approved equivalent. This certification is valid for one (1) to three (3) years. Some certificates have an expiration date of one (1)

year and some certificates have no expiration date. If there is no expiration date listed on the certificate, the certificate is valid for three (3) years. Each driver must be re-certified in Defensive Driving training every one (1) to three (3) years.

(5) Within the first sixty (60) days following the initial driving assignment, drivers will successfully complete an approved course in first aid training, including training in the use of cardiopulmonary resuscitation techniques (CPR). CPR certification is usually valid for one (1) to two (2) years. Recertification is required as the certificate expires. Drivers on an annual basis should complete refresher courses.

(6) Within the first sixty (60) days following the initial driving assignment, drivers will successfully complete an approved course in Passenger Assistance and Sensitivity techniques. This certification is valid for three (3) years. Each driver must be recertified in Passenger Assistance and Sensitivity techniques every three (3) years.

(7) Within sixty (60) days following the initial driving assignment, each driver must be trained in the proper installation of child safety seats and the use of child safety seats, both those with the vehicle and others, in case the child's parent or guardian supplies a child safety seat and is unable to properly secure the child safety seat by her/himself.

(8) Drivers shall receive at least an annual briefing that covers changes in the transportation program, reporting forms, and vehicle operation, including the operation of special equipment.

(9) Records shall be maintained and provided to AAADSW when requested for all drivers to verify training. Copies of all training certificates shall be kept in each driver's personnel file.

(10) Agencies are encouraged to coordinate training with other community programs in order to increase the driver's knowledge about and integration with the service delivery system.

(11) Volunteer drivers perform their functions under the direction of a legally constituted agency. While the volunteer's vehicle is in use on Contractor-directed business, the volunteer is an agent of Contractor.

**d. Driver Conduct**

Contractor warrants that drivers obey all traffic laws and safety regulations while providing contracted services. Also Contractor assures AAADSW that drivers shall act in a professional manner and perform acceptable levels of service to the clients. This includes, at a minimum, protecting client

confidentiality, avoiding offensive language/topics, maintaining appropriate professional relationships, and treating clients with respect.

(1) These standards apply to all commercial and volunteer drivers. While providing services to Clients, drivers or escorts shall not:

- a) Make sexually explicit comments, solicit sexual favors, or engage in sexual activity with clients;
- b) Solicit or accept controlled substances, alcohol, or medications from clients;
- c) Solicit or accept money or additional business from clients;
- d) Use alcohol, narcotics, or controlled substances while on duty, or abuse alcohol or drugs at any time. Prescribed medication can be used by a driver as long as his/her duties can still be performed in a safe manner and Contractor has written documentation from a medical provider licensed to prescribe that the specific medication will not impact the ability of the driver to drive. (Contractor must have a form for the driver to take to his/her doctor for signature. The form must state that the prescription medication that the driver is taking does not impact the driver's ability to drive or to perform his/her duties in a safe manner. This form must be kept by the Contractor in the driver's employee file. Contractor must not ask what type of medication the driver is using.);
- e) Eat or consume any beverage while operating the vehicle or while involved in client assistance, with the exception of water;
- f) Give food or beverages to clients;
- g) Smoke in the vehicle at any time, with the exception of volunteer vehicles. The no-smoking rule also applies to clients. Contractor is requested to inform AAADSW in advance of volunteer vehicles that are not smoke free;
- h) Wear any type of headphones or earphones while on duty;
- i) Be responsible for passenger's personal items; or
- j) Attempt to influence or restrain clients, their families/guardians, or medical providers from making complaints or reports regarding transportation. This includes refusing to give contact information.

(2) The following standards apply to all commercial and volunteer drivers. While providing services to Clients drivers shall:

- a) Wear easy to read proper company identification;
- b) Be clean and maintain a neat appearance at all times;
- c) Properly identify and announce their presence at the entrance of the buildings, at the specified pick-up location if a curbside pick-up is not apparent, or with attending facility staff;
- d) Exit the vehicle to open and close vehicle doors when passengers enter or exit the vehicle and provide assistance, as necessary, to or from the main door of the place of destination;

- e) Provide support and direction to passengers. Such assistance will also apply to the movement of wheelchairs and mobility-limited persons as they enter or exit the vehicle using the wheelchair lift. Such assistance will also include stowage by the driver of mobility aids and folding wheelchairs;
- f) Assist the passengers in the process of being seated, including the fastening of the seat belt when necessitated by the client's condition;
- g) Provide an appropriate level of assistance to passengers, when requested, or when necessitated by the passenger's condition, including:
  - 1. Curb-to-curb;
  - 2. Door-to-door;
  - 3. Door-through-door;
  - 4. Hand-to-hand; and/or
  - 5. Passage up and down stairs, without placing the driver's personal health and safety in danger; and
- h) Confirm, prior to allowing any vehicle to proceed, that passengers are properly secured in their seat belts, wheelchairs are properly secured in the vehicle and passengers who are using wheelchairs or motorized scooters are properly secured in their chairs.

**e. Driver Evaluation**

(1) Contractor shall have a plan for evaluating each driver's ability to transport the elderly and persons with disabilities. Evaluation methods will include at least the following:

- a) Observation of each driver's on-the-job performance on a semi-annual basis. The supervisor shall ride with the driver to observe his/her driving and passenger assistance techniques. This would include on-board evaluation of actual practice and general knowledge of the job.
- b) Annual review of each driver's responsibilities and performance.
- c) The results of the semi-annual observations and the annual review shall be documented in writing and a copy will be placed in the driver's personnel file.

(2) A copy of the following shall be placed in all paid and volunteer drivers' personnel files:

- a) Job application;
- b) Verification of valid driver's license;
- c) Current copy of criminal background check;
- d) Current copy of driving record;
- e) Statement of physical ability;
- f) Accident/incident reports;
- g) Annual driver evaluation including semi-annual road tests;

- h) History of driver training and current certificate for CPR, First Aid, Defensive Driving, Passenger Assistance, Child Safety Seat Training.
- i) Personal automobile liability insurance (volunteers only);
- j) Personal vehicle inspection forms and results (volunteers only);
- k) Vehicle registration (volunteers only).

### **3. VEHICLE REQUIREMENTS**

#### **a. Operational Requirements**

(1) Vehicle manufacturer, state and federal safety, and mechanical operating/maintenance standards and laws must be met or exceeded by Contractor for all vehicles and equipment used for transportation of clients under this Contract.

(2) Americans with Disabilities Act (ADA) Compliance: All vehicles operated under this Contract that are used to transport ADA-eligible individuals who require wheelchair transport must meet minimum ADA standards. Annual inspection and documentation of compliance is required. Any vehicle that is not compliant with ADA standards must be scheduled for upgrade or replacement within a timeframe mutually agreed upon by AAADSW and Contractor.

(3) Contractor shall ensure that all drivers, including volunteer drivers, use a two-way communication system linking all vehicles used under this Contract with Contractor's major place of business (dispatcher).

- a) The two-way communication system must be used in such a manner as to facilitate communication, and to minimize the time in which out-of-service vehicles can be replaced or repaired.
- b) Pagers are not an acceptable substitute. A vehicle with an inoperative two-way communication system must be placed out-of-service until the system is repaired or replaced.

(4) Any vehicle that does not meet or exceed the Washington Department of Motor Vehicles (DMV) licensing requirements, safety standards, ADA regulations, or contract requirements must be removed from service immediately, and re-inspected before the vehicle may be used to provide transportation services.

#### **b. Vehicle Standards**

These standards are in addition to safety, licensing, and operational requirements. All vehicles, whether commercial or volunteer, must meet the following physical standards:

- (1) All commercial vehicles must have Contractor's name, business license, and vehicle number prominently displayed within the interior of



each vehicle. Contractor's name and telephone number must also be prominently displayed on the outside of each vehicle.

(2) All vehicles must have two exterior rear view mirrors, one on each side of the vehicle. All vehicles must also have one interior mirror for monitoring the passenger compartment.

(3) All vehicles must have functioning exterior lights, including turn signals, hazard lights, headlights, and brake lights; functioning windshield wipers, and an operational horn.

(4) All vehicles must have functioning interior light(s) within the passenger compartment.

(5) All vehicles must be equipped with climate control systems adequate for the heating and ventilation needs of both driver and passengers. Any vehicle with a non-functioning climate control system must be placed out-of-service until repaired.

(6) All vehicles must have functioning, clean, and accessible seat belts for each passenger seat position. These will be stored off the floor when not in use.

(7) All vehicles must have adequate sidewall padding and ceiling covering.

(8) All vehicle seats must have a bottom seat cushion, with the exception of transit vehicles.

(9) All vehicles must have an accurate speedometer and odometer.

(10) All vehicles must have tires with tread depth exceeding state minimums. Minimum tread depth is established by the Washington State Department of Transportation as 4/32 on front tires and 2/32 on rear tires.

(11) All vehicles will have adequate braking systems, including parking brakes.

(12) The vehicles' interiors and exteriors must be clean. The exteriors must be free of broken mirrors or windows, excessive grime, rust, chipped paint or major dents, which detract from the overall appearance of the vehicle. The vehicle's passenger compartments must be clean, free from torn upholstery or floor-covering, damaged or broken seats, protruding sharp edges, dirt, oil, grease or litter.

(13) There must be no excessive engine noise or odor.

(14) Arrangements must be made for smoke-free vehicles for every transport when requested, and Contractor is encouraged to operate only smoke-free vehicles.

(15) When transporting a child, as may be required by state or federal law, each vehicle used in the performance of this contract must be equipped with child safety seats that meet applicable State and federal guidelines. The seat may be provided by either the guardian or Contractor.

**c. Vehicle Inspections**

(1) Annual. All commercial and agency-recruited volunteer-owned vehicles must be inspected before they are used to provide transportation services. Inspections must be done annually to ensure that all regulatory requirements, as well as the Washington State Department of Licensing requirements, are met. Documentation of inspections of volunteer vehicles performed by Contractor will suffice as long as AAADSW has access to the inspection results, and verification that the inspection standards are met or exceeded.

(2) Complaint Initiated. In the case of client complaints about the condition of specific vehicles, inspection of the applicable vehicle by AAADSW is required. Vehicles found deficient must be immediately removed from service, and remain so until deficiencies are corrected and the vehicle is re-inspected.

**d. Contractor-Owned Vehicles**

Contractors who own vehicles used under this Contract must have written procedures regarding the maintenance of vehicles and equipment pursuant to this Contract, and assure that such procedures are followed, and include a maintenance and safety program that addresses the following:

(1) A preventive maintenance schedule that incorporates (at a minimum) the schedule recommended by the vehicle manufacturer.

(2) Installation of the following equipment on each vehicle:

- a) First aid kit;
- b) Blood-borne pathogen kit;
- c) Approved U.S. Coast Guard fire extinguisher;
- d) Accident/incident report forms;
- e) Triangular reflective warning devices;
- f) Flashlight;
- g) Chains or other traction aids (seasonal);
- h) Seatbelt extenders;
- i) Seatbelt cutter;
- j) Bungee cords for securing loose items;
- k) Spare tire;

- l) Jack; and
  - m) Lug wrench.
- (3) A vehicle record file containing the following information:
- a) Vehicle identification number;
  - b) Vehicle maintenance history, including type, date, and mileage;
  - c) Vehicle loss control records listing incident description, date, mileage, and driver;
  - d) Vehicle equipment check log verifying that special equipment has been checked according to the suggested schedule of the manufacturer, or at least semi-annually;
  - e) Vehicle operational and safety check log recorded at the beginning of each work day indicating that tires, brakes, lights, seat belts, and other relevant equipment are operational and the vehicle has not been damaged; and
  - f) Documentation that preventive maintenance has been performed according to the schedule recommended by the manufacturer.
- (4) Loss Control Program
- Contractor will maintain a loss control program for all Contractor-owned vehicles. The loss control program must establish procedures assuring that driver selection, driver training, and vehicle maintenance and safety programs are effective; and, if not, indicate corrective actions that can be taken.
- The recommended requirements for a loss control program are:
- a) Designation of vehicle loss control coordinator and a safety committee to be responsible for monitoring the entire program and making changes as necessary;
  - b) Establishment of a system for monitoring driver performance, which includes identifying problem drivers and recognizing good drivers; and
  - c) Maintenance of an up-to-date list of all vehicle drivers. This list should be made available to AAADSW and Contractor's insurance company.
- (5) Vehicle and Wheelchair Lift Maintenance:
- Contractor agrees to perform and annually provide documentation to AAADSW of compliance with the preventive maintenance schedule for all Contractor-owned vehicles, wheelchair lifts, and wheelchair securing devices operated under this Contract. At a minimum, all vehicles, wheelchair lifts, and wheelchair securing devices will be inspected and receive maintenance annually. Documentation verifying third-party wheelchair lift inspections and maintenance will be forwarded to AAADSW.

#### 4. PASSENGER CODE OF CONDUCT

Contractor shall develop and implement a written Passenger Code of Conduct to inform clients of their responsibilities during transport and to ensure the health and safety of passengers and drivers. The Code shall be distributed to clients upon reports of inappropriate client behavior, after any no-show, upon reports of fraud and when a client is unclear of his/her responsibilities.

At minimum, the Code should include prohibition of the following actions consistent with RCW 9.91.025 for unlawful bus conduct. Passengers shall not:

- Smoke or carry a lighted or smoldering pipe, cigar, or cigarette.
- Discard litter other than in designated receptacles.
- Play any radio, recorder, or other sound-producing equipment except that nothing herein prohibits the use of the equipment when connected to earphones that limit the sound to individual listeners or the use of a communication device by an employee of the owner or operator of the municipal transit vehicle or municipal transit station.
- Spit or expectorate.
- Carry any flammable liquid, explosive, acid, or other article or material likely to cause harm to others except that nothing herein prevents a person from carrying a cigarette, cigar, or pipe lighter or carrying a firearm or ammunition in a way that is not otherwise prohibited by law.
- Intentionally obstructs or impedes the flow of municipal transit vehicles or passenger traffic, hinders or prevents access to municipal transit vehicles or stations, or otherwise unlawfully interferes with the provision or use of public transportation services.
- Intentionally disturb others by engaging in loud, raucous, unruly, harmful, or harassing behavior.
- Destroy, deface, or otherwise damage property. [Contractor may choose to identify the property.]

Contractor shall also have a process for hearing and resolving grievances and informing passengers of the consequences of violations. Depending on the circumstances, Contractor shall report violations of the Passenger Code of Conduct to AAADSW Programs, Contracts, or Management staff, as appropriate.

#### 5. ACCIDENT/INCIDENT INVESTIGATION REPORTS

Contractor shall have a written accident/incident investigation procedure, and will follow that procedure to respond to and review all accidents/incidents.

Contractor shall notify AAADSW Program or Contract Management Staff or designee within one (1) business day of all accidents occurring while

transporting clients. Written accident reports, detailing the accident, complete with actions taken and scheduled follow-up, shall be reported to AAADSW within five (5) business days of the date of the event. Any time a client is in a vehicle that is involved in an accident the client must be transported to a medical facility to be evaluated. If the client refuses an evaluation, then he/she must sign a waiver form stating that he/she refuses medical treatment.

**a. Other Incident Reports**

All other client health and safety incidents occurring while transporting clients will be reported within one (1) business day of the incident to AAADSW Program or Contract Management Staff as appropriate. Written reports, detailing the event, complete with actions taken and scheduled follow-up, will be submitted to AAADSW within five (5) business days of the date of the event.

**6. INSURANCE**

Coverage – For-profit Motor Companies must meet the requirements described in the Washington Utilities and Transportation Commission (WUTC) [WAC 480-30](#). Private not-for-profit transportation providers must meet the requirements described in WUTC [WAC 480-31](#). A company authorized to write such insurance in the state of Washington must have written the insurance or surety bond. The combined bodily injury and property damage liability insurance or surety bond must not be less than the following:

**a. For-Profit Motor Companies**

Passenger seating capacity of 15 or less (including driver) - \$1,500,000 combined single limit coverage.

Passenger seating of 16 or more (including driver) - \$5,000,000 combined single limit coverage.

**b. Private Non-Profit Transportation Providers**

Passenger seating capacity of 15 or less (including driver) - \$500,000 combined single limit coverage.

Passenger seating capacity of 16 or more (including driver) - \$1,000,000 combined single limit coverage.

**c. Volunteers**

Each agency provider of volunteer services is recommended to carry the same amount of insurance as recommended for providers of Regular Specialized Transportation Services. Individual volunteer drivers are required to carry the state mandatory minimum amounts of insurance for private vehicles.

**7. CONTRIBUTION POLICY**

Contractor shall inform persons who receive transportation services funded by Title III of the Older Americans Act of a free and voluntary opportunity to contribute to the cost of services provided. The same opportunity must be extended to persons who receive a Senior Citizens Services Act (SCSA)-funded service, which is not subject to a means test. The contractor shall protect each person's privacy with respect to his/her contribution, establish procedures to safeguard and account for all contributions made by users of the service and use all such contributions to expand the service for which the contribution was received.

The contractor may develop a suggested contribution schedule. If a schedule is developed, the provider must consider the income ranges of older persons in the community and the provider's other sources of income. No otherwise eligible person may be denied service because he/she will not or cannot contribute to the cost of the service.

#### **8. GRIEVANCE PROCEDURE**

Contractor shall obtain the following documentation for the client's file:  
Verification that a grievance procedure was provided to the participant.

#### **9. REPORTING REQUIREMENTS**

Contractor shall record each month a registered count of clients served and number of one-way trips provided, in CLC/GetCare.

End

A R E A A G E N C Y O N  
**Aging & Disabilities**  
O F S O U T H W E S T W A S H I N G T O N

**Senior Transportation Services**

**SPECIAL TERMS AND CONDITIONS**

**Skamania County Senior Services (Contractor)**

**Purpose**

The purpose of this Contract is to transport seniors and adults with disabilities to and from social services, medical and health care services, meal programs, senior centers, shopping and recreational activities. Services shall be provided in accordance with Title 480-30 and 480-31 WAC, Title 81 RCW, WAC 388-106-1110, Title III of the Older Americans Act, and the Americans with Disabilities Act – Transportation Titles II and III – 49CFR. Contractor shall provide the services and staff and otherwise do all things necessary for, or incidental to, the performance of work as set forth in the attached Statement of Work.

**Contract Period of Performance**

The Period of Performance of this Contract is January 1, 2023 through June 30, 2026 provided neither party elects to terminate this Contract per the terms outlined in Section M. of this Contract's General Terms and Conditions.

**Service Area**

The geographic service area in which Contractor shall provide the defined services is Skamania County, Washington.

**Staffing Plan and Staff Qualifications**

Contractor shall employ an adequate number of qualified personnel to assure satisfactory delivery of services to Clients. Services may be performed by staff whose duties fall under one or more contracts with AAADSW. Contractor shall have written descriptions of roles and responsibilities to ensure that all necessary functions are performed.

**Minimum Service Levels**

Contractor shall provide the following service levels, at minimum:

<b>Program</b>	<b>Unduplicated Persons Served</b>	<b>One Way Trips</b>
Senior Transportation	300	11,100

**Consistent Level of Service**

Funds awarded under this Contract are intended to provide a consistent level of service throughout this Contract's Period of Performance. Contractor agrees that if funds are paid prior to the Contract end date, Contractor will continue to provide services for the duration of this Contract in at least the average monthly level of service for the previous three (3) months, unless otherwise approved in writing by AAADSW.

**Funding Sources:** Title IIIB of the Older Americans Act (OAA), Washington State Senior Citizens Services Act (SCSA), American Rescue Plan (ARP), and AAADSW Discretionary Funds.

**Basis for Reimbursement**

This is a Cost Reimbursement Contract with an annual limit. Contractor is identified as a Subrecipient of federal assistance funds for purposes of 2 CFR Part 200. As a Subrecipient, Contractor must comply with all requirements imposed on Subrecipients by federal laws, regulations and funding sources.

Monthly service unit reporting must be completed in the CLC-GetCare database by the 12th day of each month. Contract payment requests will not be processed until service unit reporting is complete. Contractor shall attach a CLC GetCare report to the invoice submission to verify service recording is complete.

Contractor specifically agrees to participate in monitoring processes as described in relevant OMB circulars and CFRs, the General Terms and Conditions of this Contract, ADSA Management Bulletins and AAADSW Program Instructions. Contractor shall comply with required corrective actions listed in the monitoring reports.

Contractor shall:

- Maintain records that identify in its accounts all federal awards received and expended and the federal programs under which they were received by the Catalog of Federal Domestic Assistance (CFDA) Title and Number, name of the federal agency, and name of the pass-through entity.

The CFDA Number for services under this Contract is the following:

CFDA Title	CFDA#	Federal Agency
Special Programs for the Aging – Title III, Part B Grants for Supportive Services and Senior Centers	93.044	Administration on Aging, Dept. of Health and Human Services

- Maintain internal controls that provide reasonable assurance that Contractor is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant contracts that could have a material effect on each of its federal programs.



- Prepare appropriate financial statements, including a Schedule of Expenditures of Federal Awards.
- Ensure that audits are performed by a Certified Public Accountant or the State Auditor's Office. Contractor is responsible for the cost of the audit(s).
- Submit copies of the required audit report and any management letters issued by the auditor to AAADSW within nine (9) months after the close of Contractor's fiscal year.
- Comply with any future amendments to 2 CFR Part 200 and any successor or replacement Circular or regulation.
- Comply with the applicable requirements of 2 CFR Part 200 as applicable and any future amendments, successor or replacement Circular or regulation thereof.
- Maintain a complete set of financial records sufficient to withstand a full audit during this Contract's Period of Performance and for the full Record Retention Period thereafter as outlined in this Contract's General Terms and Conditions.
- Permit AAADSW or its auditor to have access to the records and financial statements necessary for AAADSW to comply with 2 CFR Part 200.
- Comply with the Omnibus Crime Control and Safe Streets Act of 1968, Title VI of the Civil rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and the Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G, and 28 CFR Part 35 and Part 39.
- Maintain documentation for bi-annual inventory tallies for fixed assets, including any discrepancies.
- Obtain property insurance if government funds are used to purchase assets.

In addition to the policies listed in Section F13. of this Contract's General Terms and Conditions, Subrecipient contractors shall have written Fiscal Policies and Procedures for the following:

- Fixed Assets
- Internal Control (in a separate section)
- Petty Cash
- Cash Disbursements (approvals)
- Private Client Payments

## **Cost Allocation Plan**

Contractor shall submit a Cost Allocation Plan to AAADSW for approval. The Plan must meet the requirements of 2 CFR Part 200 as applicable. All budgets must be in agreement with the Plan.

In the event of changes in allocation method or amounts, a revised Plan must be submitted to AAADSW for approval. Following approval, Contractor shall also submit the appropriate budget revisions to AAADSW.

### **Single Audit Act Compliance**

If Contractor is a Subrecipient and expends \$500,000 or more in federal awards from any and/or all sources in any fiscal year, then Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Federal funds may not be used to pay for a 2 CFR Part 200 audit, however, if the audit does not meet the 2 CFR Part 200 audit requirements.

Upon completion of a single audit, Contractor shall:

- (1) Submit to AAADSW Fiscal Management Staff the data collection form and reporting package specified in 2 CFR Part 200, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.
  
- (2) Follow-up and develop corrective actions for all audit findings in accordance with 2 CFR Part 200, and prepare a "Summary Schedule of Prior Audit Findings."

If it is determined by AAADSW, or during the course of a required audit, that Contractor has been paid unallowable costs under this Contract, then AAADSW may require Contractor to reimburse AAADSW for those costs in accordance with 2 CFR Part 200 as applicable.

### **Allowable Costs**

Allowable Costs are those costs that are necessary and reasonable for proper and efficient performance of this Contract. Allowable Costs under federal awards to local or tribal governments must be in conformance with 2 CFR Part 200, Cost Principles for State, Local and Indian Tribal Governments. Allowable Costs under federal awards to non-profit organizations must be in conformance with 2 CFR Part 200, Cost Principles for Non-Profit Organizations.

If it is determined by AAADSW or during the course of a required audit that Contractor has been reimbursed for unallowable costs under this Contract, then Contractor will be required to reimburse AAADSW for those costs.

### **Maintenance and Protection of DSHS or AAADSW Property**

Contractor shall take reasonable steps to protect and maintain all DSHS or AAADSW property in its possession against loss or damage and shall return any such property to DSHS or AAADSW upon termination and non-renewal of this Contract, reasonable wear and tear expected. Contractor shall maintain records and keep a written, physical

inventory of all real property, equipment and supplies provided by DSHS or AAADSW.

### **Capital Assets Purchases**

A "Capital Asset" for this purpose is defined as an item with a normal life of more than one (1) year and a cost of \$5,000 or more. Contracted providers must submit a written justification and receive prior written approval from AAADSW for such a purchase.

Documentation must include:

- A clear demonstration of the need for the capital expenditure;
- A description of the benefits to be received from such expenditure;
- A description of various alternatives explored such as leasing vs. buying; and
- Evidence that proper allocation of the cost will occur if the asset is to be used for multiple-funded programs.

AAADSW will notify Contractor of reporting and accounting requirements associated with a specific purchase.

### **Compliance with Davis-Bacon and Related Acts for Any Construction**

Contractor shall receive prior written approval from AAADSW before authorizing any Construction work deemed necessary for delivery of services under this Contract.

"Construction" for this purpose is defined as all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work site by the employees of a construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by a person employed at the site by the construction subcontractor.

If Construction work is approved by AAADSW, all laborers and mechanics employed by Contractor to work on construction projects in excess of \$2,000 financed by federal funds (in whole or in part) must be paid wages not less than those established for the locality of the project (prevailing wage rates) by the U.S. Department of Labor under the Davis-Bacon and Related Acts.

Additional information on Contractor's requirements for Construction work will be provided to Contractor at the time of AAADSW's approval.

### **Consideration**

The maximum allocation payable to Contractor for satisfactory performance of the work under this Contract, including any and all expenses, is \$102,191.

### **Match**

Funds for Senior Transportation Services must be matched by a 15% local, non-federal Match toward the total program cost. The formula for calculating Match is:

**Total Allocation from AAADSW/0.85 = Total Expenditures; and  
Total Expenditures - Allocation = Match.**

In the event it appears that Contractor may not meet the Match for this Contract's Period of Performance, then AAADSW may ask Contractor to submit a report outlining how Contractor intends to meet the requirement. Match may be in the following forms:

- (1) cash outlays;
- (2) costs not involving cash outlays such as depreciation and use charges for buildings or equipment; and
- (3) donations to a contracted provider including cash donations from other public agencies, institutions, or private sources as well as in-kind donations of goods, services, real or personal property and the use of real or personal property.

Contractor must show that in-kind donations directly benefit and are specifically identifiable to the provider's Senior Transportation Services. Contractor's records must show how the value placed on the in-kind donations was derived. Donated volunteer services must be valued at rates consistent with those ordinarily paid for similar work in the same labor market. Donated supplies must be valued at the market value of the supplies at the time of donation. Donated space must be valued at the current local market rate for rentals of similar space.

#### **Use of Federal Funds, Program Income and Unearned Income**

The federal funds provided in this Contract shall be used to supplement or enhance services and not supplant non-federal funding of these services.

Contractor shall ensure that Clients and passengers have the opportunity to make voluntary, confidential contributions for services as outlined in this Contract's General Terms and Conditions.

Contractor shall report to AAADSW all Program Income received each month and shall ensure it is expended within this Contract's Period of Performance and in accordance with this Contract's objectives. AAADSW will verify that Contractor has written procedures for the receipt and use of Program Income.

Contractor shall identify all revenue in excess of expenses via monthly cost reports. AAADSW must approve any use of unearned income such as interest on federal funds received by Contractor in the same or following Period of Performance or recover the unearned income.

If Contractor elects to investigate a report or suspicion of theft, fraud or misuse of government funds, Contractor shall submit to AAADSW a description of the situation immediately upon Contractor's decision to investigate.

Where employees are expected to work solely on a single Federal award or cost objective, charges for their salaries and wages will be supported by semi-annual certifications that the employees worked solely on that program for the period covered by the certification. These certifications must be signed by the employee and supervisory official having first-hand knowledge of the work performed by the employee.

Where employees work on multiple activities or cost objectives, a distribution of their salaries or wages must be supported by personnel activity reports or equivalent documentation as outlined 2 CFR Part 200 as applicable.

**Billing and Payment**

Contractor shall not bill and AAADSW shall not pay for the delivery of additional services not authorized by AAADSW or for services that have not already been provided.

Contractor shall request payment for reimbursable services by submitting invoices in paper or electronic copy to AAADSW by the 15th calendar day of the month following the month in which services are provided as outlined in this Contract's General Terms and Conditions.

AAADSW's mailing address for invoices is:

**Area Agency on Aging and Disabilities of Southwest Washington**  
Attn: Matt Gustofson  
201 NE 73<sup>rd</sup> Street  
Vancouver, WA 98665  
[Matt.Gustofson@dshs.wa.gov](mailto:Matt.Gustofson@dshs.wa.gov)

AAADSW submits correct Official Invoices and Transaction Information for payments to be made to contractors per the following schedule:

<b>Transaction Information received by AAADSW staff</b>	<b>Payments are issued</b>
Between the 1 <sup>st</sup> and the 15 <sup>th</sup> day of a month	Last working day of the same month
Between the 16 <sup>th</sup> and the last day of a month	15 <sup>th</sup> day of the following month <i>(or last working day prior to the 15<sup>th</sup>)</i>

End

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

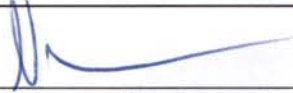
\_\_\_\_\_  
Asa Leckie, Commissioner

**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>	Public Works - ER&R	
<b><u>AGENDA DATE</u></b>	January 18, 2023	Signature
<b><u>SUBJECT</u></b>	<u>Lease Agreement – Day Wireless Systems</u>	
<b><u>ACTION REQUESTED</u></b>	<u>To sign the lease agreement to house radio equipment in a facility operated by Day Wireless Systems.</u>	

**SUMMARY/BACKGROUND**

Skamania County entered into a Tower Site Lease Agreement -Mt Defiance with Day Wireless August 2012, the Lease Agreement is for five (5) years, and this will be the third (3<sup>rd</sup>) renewal of that original agreement with two (2) additional terms left in the original agreement.

Day Wireless Systems also operates a facility on Mt. Defiance that has backup power in the event of a power failure to the site. It will be important to Skamania County to have a constant power supply with the new narrow band improvements made to our radio system.

**FISCAL IMPACT**

This is an approved expenditure by line item 5010.000.548.600.450 (Rentals and Leases) in the 2023 ER&R budget.

**RECOMMENDATION**

That the Board of County Commissioners by motion action approves the lease agreement with Day Wireless Systems.

**LIST ATTACHMENTS**

Contract Face Sheet  
Lease Agreement

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

1. Contract Number Mt Defiance Radio Site Lease

2. Contract Status: (Check appropriate box)  Original  Renewal 3rd  Amendment

3. Contractor Information: Contractor: Day Wireless Systems  
Contact Person: Shawn Hankins  
Title: Tower Site Manager  
Address: 4700 SE International Way  
Address: Milwaukie, OR 97222  
Phone: 503-659-1240 Ext 255

4. Brief description of purpose of the contract and County's contracted duties:  
Lease agreement with Day Wireless Systems to house radio gear in their facility on Mt. Defiance.

5. Term of Contract: From: 1/1/2023 To: 12/31/2028

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)
- Other (explain) Lease Agreement

7. Budget Committed in Current Year: \$ 8,773.92  
Amount Not Budgeted in Current Year \$ Source:  
Total Non-County Funds Committed: \$  
Total County Funds Committed: \$ 8,773.92 Source: 5010.200.548.660.450  
TOTAL FUNDS COMMITTED: \$ 8,773.92

8. County Contact Person: Name: Randy Moline  
Title: Engineering Technician III

9. Department Approval:   
Department Head or Elected Official Signature

10. Special Comments: Beginning January 1, 2023, annual payments of \$8,773.92 with a 4% increase to follow each year thereafter.



**This Renewal #3 is to extend the with Day Wireless Tower Site Lease Agreement for an additional five (5) year term, per the Tower Lease Agreement.**

**BOARD OF COUNTY COMMISSIONERS OF  
SKAMANIA COUNTY, WASHINGTON**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Date

**ATTEST:**

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

**TOWER SITE LEASE AGREEMENT**

**BETWEEN DAY WIRELESS SYSTEMS**

**AND**

**SKAMANIA COUNTY**

A political subdivision of the State of Washington

Dated as of January 3, 2023

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## Tower Lease

Day Management Corporation dba Day Wireless Systems, having a place of business at P. O. Box 22169, Milwaukie, OR 97269, hereinafter referred to as "Lessor", hereby leases to Skamania County, Attn: Randy Moline, of P.O. Box 1009, Skamania, WA, 98648, hereinafter referred to as "Lessee", space for three UHF repeaters, associated supporting devices and accessories at Lessor's communications facility located on top of Mt Defiance in Hood River County, Oregon, 10 miles SW of Hood River Oregon. This lease includes use of Lessor's tower at the above address for locating up to three (3) antennas, one of which can be located at the top of the tower, as well as use of the associated building for one (1) equipment rack containing the above referenced transmitting, receiving and support equipment.

## **Agreement to Lease**

### ***Terms***

The term of this lease expires on December 31, 2028, commencing upon the signing of said lease by both parties and effective on January 1, 2023. This lease may be negotiated and renewed for two (2) additional five-year periods, provided that Lessor's existing ground lease with USDA Forest Service is renewed for that duration. Lessor's existing ground lease expires on December 31, 2026.

### ***Rent***

Lessee shall pay Lessor \$8773.92 per year from January 1, 2023, through December 31, 2023. The rental payment will then be increased by 4% per year on January 1<sup>st</sup> of each year thereafter for the term of this lease. Any lease payments not made within thirty (30) days of receiving an invoice from Day Wireless Systems, shall carry interest at the rate of 24% annually. Rental fee detailed above includes the ongoing usage of up to 1.5 kWh (1,700 watts) of commercial A.C. input power on a 24/7/365 basis (averaged). Additionally, backup power will be available if commercial power is disrupted, although it is not guaranteed if caused by a malfunction of the backup system. Power demands in excess of this amount will require negotiation of additional rent fees.

### ***Warranties of Lessee***

Lessee warrants that the equipment that it places on Lessor's radio tower shall not interfere with, hinder, or prevent use of Lessor's or other Lessee's equipment located on the tower in any way whatsoever.

- A. **Ownership.** Lessee does not assert any ownership interest in the radio tower or any equipment thereon except the equipment placed thereon by Lessee. Furthermore, Lessee shall remain fully responsible for all of its equipment placed at the radio facility and will indemnify and hold harmless the Lessor from any and all damages or personal injury caused by the equipment placed by it at Lessor's communications facility, whether to Lessor, its agents or employees, or any third party.
- B. **Maintenance and Repair.** Lessee shall keep the equipment that it places at Lessor's radio facility in good repair, condition and working order, and shall furnish any and all parts, mechanisms, and devices required to keep its equipment placed at Lessor's facility

in good repair, condition and working order, at the cost and expense of Lessee.

- C. **Indemnity.** Lessee shall indemnify Lessor against and hold Lessor harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including attorney's fees, arising out of, connected with, or resulting from the equipment it places on Lessor's radio tower, or its use of said equipment.
- D. **Assignment.** Lessee may not assign, transfer, pledge, or otherwise dispose of this lease or any interest therein, or sublet any use of its equipment placed at Lessor's facility. Such equipment shall be solely for the use of Lessee. This lease inures to the benefit of and is binding upon the heirs, legatees, personal representatives, successors and assigns of the parties.
- E. **Use.** Lessee shall use the equipment it places at Lessor's communications facility in a careful and proper manner, and shall comply with and conform to all federal, state, local and other laws, ordinances and regulations in any way relating to the possession, use and maintenance of its equipment placed at Lessor's facility.
- F. **Default.** The occurrence of any of the following events shall, at the option of the Lessor, terminate this lease and Lessee's right to use Lessor's facility:
1. Non-payment by Lessee for a period of thirty (30) days of any sum required hereunder to be paid by Lessee;
  2. Default by Lessee under any other term, covenant, or condition of this lease which is not cured within ten (10) days after written notice thereof from Lessor;
  3. Any interference with use of Lessor's equipment located at the facility which is not cured within twenty-four (24) hours after oral or written notice thereof from Lessor;
  4. The subjection of any of Lessee's property to any levy, seizure, assignment, application or sale for or by any creditor or governmental agency;
  5. The liquidation or dissolution of Lessee, or the sale, lease or other disposition of Lessee's business or assets as a whole or such, as in the sole discretion of Lessor, constitutes a substantial portion thereof;
  6. Cessation of all or substantially all of Lessee's business operations or of those business operations of Lessee in which the equipment is being used.
- G. **Non-Waiver.** No delay or omission to exercise any right, power or remedy accruing to Lessor upon any breach or default of Lessee under this lease shall impair any such right, power or remedy of Lessor nor shall it be construed to be a waiver of any such breach or default, or of any similar breach or default thereafter occurring.
- H. **Notices.** Any communications between Lessor and Lessee, payments and notices

provided herein to be given or made, may be given or made by mailing the same, regular mail, to Lessor and to Lessee at their respective addresses as set forth above, or to such other address as either party may in writing hereafter indicate.

- I. **Attorneys' Fees.** In the event of any action at law or suit in equity in relation to this lease, Lessee, in addition to all other sums which Lessee may be called upon to pay, will pay the Lessor a reasonable sum for its attorneys' fees, and costs.
- J. **Applicable Law.** This lease shall be governed by and construed under the laws of the State of Oregon.
- K. **Cancellation.** In the event that Lessee determines that the communications facility does not provide sufficient communications coverage for Lessee's ongoing activities, Lessee may, with 90 days written notice, cancel this lease in its entirety while forfeiting any lease fees paid previous to the date of the written cancellation.
- L. **Liability.** Lessee shall carry during the term of this lease public liability and property damage insurance with respect to the Equipment and activities in amounts satisfactory to.
- M. **Installations.** All installations of antennas and other apparatus upon the radio tower located at the Site shall be made by Lessor or a pre-approved contractor, and all repair and maintenance of such antennas and other apparatus on said tower shall be performed solely by Lessor or a pre-approved contractor.
- N. **Underlying Lease.** Lessor's communications facility is subject to terms and provisions of an underlying lease executed by and between Lessor as tenant and USDA Forest Service as land owner. Lessee hereby agrees to abide by such terms and provisions in addition to those identified in this Agreement.
- O. **Additional Fees.** Lessee may be required to pay all, a portion of, or the increase in any Lessee fees, regular or special use fees, assignment fees, permit fees, charges and taxes (municipal, state, and federal) which may now or hereafter be imposed upon Lessee and/or Lessor for operation of or the ownership of Lessee's equipment.
- P. **Installation Standards.** Lessee shall comply with the Systems and Installation Standards on Exhibit A.

IN WITNESS WHEREOF, the Lessor and Lessee have executed the Tower Site Lease Agreement as of the latter signature date below.

LESSOR:

Day Management Corporation  
Dba Day Wireless Systems

By: B. Davidson Bethany Davidson  
Sites Manager

Date: 1/5/2023

LESSEE:

**SKAMANIA COUNTY BOARD OF COMMISSIONERS**

By: \_\_\_\_\_  
Tom Lannen, Chair

By: \_\_\_\_\_  
Richard Mahar, Vice Chair

By: \_\_\_\_\_  
Asa Leckie, Commissioner

Dated: \_\_\_\_\_

**ATTEST:**

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

**APPROVED AS TO FORM ONLY:**

\_\_\_\_\_  
Skamania County Prosecutor

## Exhibit A

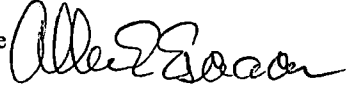
**System and Installation Standards:** Lessee shall comply with the following:

1. All in-building equipment will be labeled with Lessee's name, the name and phone number of a technical contact, and operating frequencies. Lessee will post a copy of Lessee's valid FCC License(s) for all licensed frequencies.
2. Antennas must be mounted with only approved mounts or other specified mount. Antennas and microwave dishes that require stabilizing arm(s) must use required devices.
3. All mounting devices and hardware must be hot-dip galvanized or stainless steel.
4. Welding, drilling, or structure modifications of any kind are not permitted without prior written approval of DWS.
5. All radio equipment needs to attach to internal grounding halo (if provided).
6. All lines must be routed down to equipment in an orderly fashion. Lines must also route in cable management system (if provided). If there isn't a cable management system then lines must be tied at intervals no greater than three (3) feet. All lines shall be tied to cable ladder (if provided) in a manner not to impede future use or damage other lines.
7. All lines must be marked via colored tape pattern at antenna, cable entry to facility, and at internal equipment. If lease authorizes "spare" lines, they must be marked and weatherproofed. Lessee may not use a color pattern currently in use. Lessee must denote the color pattern used on the Cable Identification Binder located on site or notify DWS.
8. All dual conductor (center conductor) coax type lines need lightning arrestors inside entry to facility. Approved arrestors include: Poly Phaser, Gas, MOV, and Silicone Avalanche Diode.
9. All lines must be grounded in a minimum of three (3) places: the top and bottom of the vertical cable run, and at the entry to facility (if grounding is provided). Exceptions are considered upon request for clients of low installations.
10. All line entries into facility must be sealed upon completion of install.
11. When possible, lines need to be installed with a "drip loop" in the line after leaving the tower en route to the facility. All transmission lines must be clamped with stainless steel clamps made specifically for this purpose (not wraplock) to the waveguide bridge for the full external run of the line.

12. All Lessees must cooperate in a timely fashion with Lessor and other parties, including tenants of other sites, when called upon to investigate a source of interference, whether or not it can be proven that their equipment is involved.
13. Upon termination of the Agreement **ALL** equipment will be removed from site within thirty (30) days, unless prior arrangements have been authorized by Lessor. If Lessee replaces equipment then **ALL** old equipment that is no longer part of the Agreement will be removed from the Site within thirty (30) days, unless prior arrangements have been authorized by Lessor. If any such equipment is not removed as specified above Lessor will continue to charge rent in thirty (30) day periods until Lessee provides proof that said equipment is removed.
14. Filters and cavities are required within industry standard.
15. Transmitters, receivers, combiners, multi-couplers, and antennas must meet manufacturer's specifications.
16. Cabinets must be bolted to the floor or braced to the ceiling and grounded (if available).
17. Upon completion of install, Lessee will return the CAD drawings provided by DWS with the location(s) of Lessee's equipment. Lessee will also submit the completed installation checklist provided by Lessor, pictures of the installation (if available) and the color pattern used to identify Lessee's installation.
18. If Lessor is operating the Site via an underlying land lease or site management agreement Lessee agrees to abide by any additional technical standards required by any said land owner. These additional standards are available upon request.
19. Lessee agrees to abide by additional specifications in a timely manner if Lessor provides notification of an update to the System and Installation Standards.



**COMMISSIONER'S AGENDA ITEM COMMENTARY**

<b><u>SUBMITTED BY</u></b>	Community Health Department	Signature 
<b><u>AGENDA DATE</u></b>	BOCC, 1/18/2023	
<b><u>SUBJECT</u></b>	Solutions Yes Lease	
<b><u>ACTION REQUESTED</u></b>	Signature	

**SUMMARY/BACKGROUND**

Additional multifunction desktop unit for Community Health.

**FISCAL IMPACT**

EXPENSE CONTRACT - \$1,980 over 5 years

**RECOMMENDATION**

Sign

**LIST ATTACHMENTS**

- Face Sheet
- Lease Agreement
- Schedule A - Equipment Support Agreement
- Equipment Order Form
- Proposal



Approved this 18th day of January, 2023.

**ATTEST:**

**BOARD OF COMMISSIONERS  
SKAMANIA COUNTY, WASHINGTON**

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Commissioner

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

\_\_\_\_\_  
Commissioner

**Approved as to form only:**

\_\_\_\_\_  
Skamania County Prosecuting Attorney

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



Lease Agreement

APPLICATION NO.

AGREEMENT NO.

8300 SW Hunziker Street • Portland, OR 97223 • Phone: 503.597.0937 • Fax: 503.213.1235

The words "Lessee," "you" and "your" refer to Customer. The words "Lessor," "we," "us" and "our" refer to Solutions Yes, LLC.

CUSTOMER INFORMATION

Form with fields for FULL LEGAL NAME, STREET ADDRESS, CITY, STATE, ZIP, PHONE, FAX, BILLING NAME, BILLING STREET ADDRESS, CITY, STATE, ZIP, E-MAIL, and EQUIPMENT LOCATION.

EQUIPMENT DESCRIPTION

Form with fields for MAKE/MODEL/ACCESSORIES, SERIAL NO., and multiple lines for description.

PPT included together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries. See attached Schedule A

TERM AND PAYMENT INFORMATION

Form with fields for number of payments, amount, and purchase option.

Upon acceptance of the Equipment, THIS AGREEMENT IS NONCANCELABLE, IRREVOCABLE AND CANNOT BE TERMINATED.

LESSOR ACCEPTANCE

Form for Lessor Acceptance with fields for name, signature, title, and date.

CUSTOMER ACCEPTANCE

Form for Customer Acceptance with fields for name, signature, title, date, and federal tax ID.

DELIVERY & ACCEPTANCE CERTIFICATE

You certify and acknowledge that all of the Equipment listed above: 1) has been received, installed and inspected; and 2) is fully operational and unconditionally accepted.

Form for Delivery & Acceptance Certificate with fields for name, signature, title, and acceptance date.

1. **AGREEMENT:** You agree to lease from us the goods ("Equipment") and, if applicable, finance certain software, software license(s), software components and/or professional services in connection with software (collectively, the "Financed Items," which are included in the word "Equipment" unless separately stated) from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as described in this Agreement and in any attached schedule, addendum or amendment hereto ("Agreement"). You represent and warrant that you will use the Equipment for business purposes only. You agree to all of the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes any purchase order, invoice, request for proposal, response or other related document. This Agreement becomes valid upon execution by us. The term shall start on the date we pay Supplier. The first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month (the "Scheduled Due Date") unless a different due date is mutually agreed to by us and you. If the parties agree to adjust the Payment due date (an "Adjusted Due Date"), in addition to all Payments and other amounts due hereunder, you will pay an interim payment in an amount equal to 1/30th of the Payment, multiplied by the number of days between the Scheduled Due Date and the Adjusted Due Date. If any provision of this Agreement is declared unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law.

2. **OWNERSHIP; PAYMENTS; TAXES AND FEES:** We own the Equipment, excluding any Financed Items. Ownership of any Financed Items shall remain with Supplier thereof. You will pay all Payments, as adjusted, when due, without notice or demand and without abatement, set-off, counterclaim or deduction of any amount whatsoever. If any part of a Payment is more than 5 days late, you agree to pay a late charge of 10% of the Payment which is late or, if less, the maximum charge allowed by law. The Payment may be adjusted proportionately upward or downward: (i) if the shipping charges or taxes differ from the estimate given to you; and/or (ii) to comply with the tax laws of the state in which the Equipment is located. You shall pay all applicable taxes, assessments and penalties related to this Agreement, whether levied or assessed on this Agreement, on us (except on our income) or you, or on the Equipment, its lease, sale, ownership, possession, use or operation. If we pay any taxes or other expenses that are owed hereunder, you agree to reimburse us when we request. You agree to pay us a yearly processing fee of up to \$50 for personal property taxes we pay related to the Equipment. You agree to pay us a fee of up to \$50 for filing and/or searching costs required under the Uniform Commercial Code ("UCC") or other laws. You agree to pay us an origination fee of up to \$125 for all closing costs. We may apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for insufficient funds, you will pay us a service charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

3. **EQUIPMENT; SECURITY INTEREST:** At your expense, you shall keep the Equipment: (i) in good repair, condition and working order, in compliance with applicable laws, ordinances and manufacturers' and regulatory standards; (ii) free and clear of all liens and claims; and (iii) at your address shown on page 1, and you agree not to move it unless we agree in writing. You grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement or any other agreement with us ("Other Agreements"), except amounts under Other Agreements which are secured by land and/or buildings. You authorize and ratify our filing of any financing statement(s) to show our interest. You will not change your name, state of organization, headquarters or residence without providing prior written notice to us. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. **INSURANCE; COLLATERAL PROTECTION; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against all risk, with us named as lender's loss payee, in an amount not less than the full replacement value of the Equipment until this Agreement is terminated. You also agree to maintain commercial general liability insurance with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. You will provide written notice to us within 10 days of any modification or cancellation of your insurance policy(s). You agree to provide us certificates or other evidence of insurance acceptable to us. If you do not provide us with acceptable evidence of property insurance within 30 days after the start of this Agreement, we may, at our sole discretion, do so as provided in either (A) or (B) below, as determined in our discretion: (A) We may secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. In addition, you agree to pay us our standard fees in connection with obtaining such insurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 2% per annum. (B) We may charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. **NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT.** We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, leasing, manufacture, use, condition, inspection, removal, return or storage of the Equipment. All indemnities will survive the expiration or termination of this Agreement. You are responsible for any loss, theft, destruction or damage to the Equipment ("Loss"), regardless of cause, whether or not insured. You agree to promptly notify us in writing of any Loss. If a Loss occurs and we have not otherwise agreed in writing, you will promptly pay to us the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. Any proceeds of insurance will be paid to us and credited against the Loss. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to a Loss.

5. **ASSIGNMENT: YOU SHALL NOT SELL, TRANSFER, ASSIGN, ENCUMBER, PLEDGE OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT,** without our prior written consent. You shall not consolidate or merge with or into any other entity, distribute, sell or dispose of all or any substantial portion of your assets other than in the ordinary course of business, without our prior written consent, and the surviving, or successor entity or the transferee of such assets, as the case may be, shall assume all of your obligations under this Agreement by a written instrument acceptable to us. No event shall occur which causes or results in a transfer of majority ownership of you while any obligations are outstanding hereunder. We may sell, assign, or transfer this Agreement without notice to or consent from you. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that our assignee will not be subject to any claims, defenses, or offsets that you may have against us. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

6. **DEFAULT AND REMEDIES:** You will be in default if: (i) you do not pay any Payment or other sum due to us or you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or fail to perform or pay under any material agreement with any other entity; (ii) you make or have made any false statement or misrepresentation to us; (iii) you or any guarantor dies, dissolves, liquidates, terminates existence or is in bankruptcy; (iv) you or any guarantor suffers a material adverse change in its financial, business or operating condition; or (v) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can cancel this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any remedies available to us under the UCC and any other law and we may require that you immediately stop using any Financed Items. If we take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement and you will be responsible for any deficiency. In the event of any dispute or enforcement of our rights under this Agreement or any related agreement, you agree to pay our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. **WE SHALL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE.** Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.

7. **INSPECTIONS AND REPORTS:** We have the right, at any reasonable time, to inspect the Equipment and any documents relating to its installation, use, maintenance and repair. Within 30 days after our request (or such longer period as provided herein), you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: (i) compiled, reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after your fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, all in reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains. You authorize us to obtain credit bureau reports for credit and collection purposes and to share them with our affiliates and agents.

8. **END OF TERM:** At the end of the initial term, this Agreement shall renew for successive month-to-month renewal term(s) under the same terms hereof unless you send us written notice at least 30 days before the end of any term that you want to purchase all but not less than all of the Equipment for the Fair Market Value or return the Equipment, and you timely purchase or return the Equipment. Fair Market Value ("FMV") means the value of the Equipment in continued use. You shall continue making Payments and paying all other amounts due until the Equipment is purchased or returned. As long as you have given us the required written notice, if you do not purchase the Equipment, you will return all of the Equipment to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. **YOU ARE SOLELY RESPONSIBLE FOR REMOVING ANY DATA THAT MAY RESIDE IN THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO HARD DRIVES, DISK DRIVES OR ANY OTHER FORM OF MEMORY.**

9. **USA PATRIOT ACT NOTICE; ANTI-TERRORISM AND ANTI-CORRUPTION COMPLIANCE:** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also ask to see other documents that substantiate your business identity. You and any other person who you control, own a controlling interest in, or who owns a controlling interest in or otherwise controls you in any manner ("Representatives") are and will remain in full compliance with all laws, regulations and government guidance concerning foreign asset control, trade sanctions, embargoes, and the prevention and detection of money laundering, bribery, corruption, and terrorism, and neither you nor any of your Representatives is or will be listed in any Sanctions-related list of designated persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or successor or the U.S. Department of State. You shall, and shall cause any Representative to, provide such information and take such actions as are reasonably requested by us in order to assist us in maintaining compliance with anti-money laundering laws and regulations.

10. **MISCELLANEOUS:** Unless otherwise stated in an addendum hereto, the parties agree that: (i) this Agreement and any related documents hereto may be authenticated by electronic means; (ii) the "original" of this Agreement shall be the copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually or electronically signed signature and is held or controlled by us; and (iii) to the extent this Agreement constitutes chattel paper (as defined by the UCC), a security interest may only be created in the original. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you or we executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually and to send to us the manually signed, duly executed documents via overnight courier on the same day that you send us the facsimile, scanned or electronic transmission of the documents. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. Whenever our consent is required, we may withhold or condition such consent in our sole discretion, except as otherwise expressly stated herein. From time to time, Supplier may extend to us payment terms for Equipment financed under this Agreement that are more favorable than what has been quoted to you or the general public, and we may provide Supplier information regarding this Agreement if Supplier has assigned or referred it to us. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications, including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system, from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider. You authorize us to make non-material amendments (including completing and conforming the description of the Equipment) on any document in connection with this Agreement. Unless stated otherwise herein, all other modifications to this Agreement must be in writing and signed by each party or in a duly authenticated electronic record. This Agreement may not be modified by course of performance.

11. **WARRANTY DISCLAIMERS: WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS." YOU HAVE SELECTED SUPPLIER AND THE EQUIPMENT BASED UPON YOUR OWN JUDGMENT. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, INFRINGEMENT OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS. SO LONG AS YOU ARE NOT IN DEFAULT UNDER THIS AGREEMENT, WE ASSIGN TO YOU ANY WARRANTIES IN THE EQUIPMENT GIVEN TO US.**

12. **LAW; JURY WAIVER:** This Agreement will be governed by and construed in accordance with the law of the principal place of business of Lessor or its assignee. You consent to jurisdiction and venue of any state or federal court in the state the Lessor or its assignee has its principal place of business and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **BOTH PARTIES WAIVE ALL RIGHTS TO A TRIAL BY JURY.**



8300 SW Hunziker st  
 Portland, OR 97223  
 (503) 597-0YES  
 FAX: (503) 213-1235

**EQUIPMENT SUPPORT AGREEMENT  
 SCHEDULE "A" FOR:**

**CUSTOMER NAME:** \_\_\_\_\_ **County of Skamania**

**CONTRACT #** \_\_\_\_\_

**Base Billing Cycle**     Monthly     Quarterly     Annually

**Overage Billing Cycle**     Monthly     Quarterly     Annually

SID	EQUIPMENT	SERIAL NUMBER	LOCATION / DEPARTMENT	IMAGES INCLUDED		OVERAGE RATE		BASE CHARGE	START METER
				B/W	COLOR	B/W	COLOR		
	M6630cidn					0.01100	0.04900		

Customer Initial:     *AEZ*



8300 SW Hunziker st  
 Portland, OR 97223  
 (503) 597-0YES  
 fax: (503) 213-1235

### EQUIPMENT ORDER FORM

<b>B I L L</b>	County of Skamania		<b>S H I P  T O</b>	County of Skamania	
	170 NW Vancouver Ave			Community Health Department	
	Stevenson, WA 98648				
<b>I O</b>	CONTACT NAME	PHONE NUMBER	LOCATION CONTACT NAME	PHONE NUMBER	
			Allen Esaacson	509-427-3856	

CUSTOMER PO NUMBER	SALES ORDER NUMBER	ORDERED BY	SOLD BY

<b>Q U I P M E N T</b>	QTY	ITEM #	DESCRIPTION	NET AMOUNT
		1	M6630cidn	Kyocera M6630cidn color desktop copier
<b>A C C E S S O R I E</b>			Included delivery, setup, installation, connectivity and training	
			All Parts, Labor and Toner included.	
			OMNIA Government Contract Pricing #R191102	

<b>SERVICE AGREEMENT:</b>	BASE CHARGE: \$ 0	IMAGE ALLOWANCE - BK: 0	SUB-TOTAL
	IMAGE ALLOWANCE - CL: 0	BILLING CYCLE:	DELIVERY
	OVERAGE RATE - CL: \$		NETWORK INSTALLATION
			TAX
ACCEPTANCE: This agreement is not valid unless accepted by authorized signor of Solutions YES, LLC. By signing this Contract, "Customer" acknowledges and agrees to the following terms: (1) this Contract is NON-CANCELABLE; (2) this Contract is the entire agreement between Customer and Solutions YES, LLC, as it pertains to the equipment and services described above; (3) to fully understand all terms and conditions as stated herein; (4) can be changed only by written agreement and must be signed by Customer and Solutions YES, LLC.			SUBTOTAL \$
			LESS DEPOSIT
			TOTAL

CUSTOMER ACCEPTANCE	TITLE	DATE
CUSTOMER - PRINT NAME		
SOLUTIONS YES, LLC. ACCEPTANCE	TITLE	DATE
SOLUTIONS YES, LLC.		

**PROPOSED SOLUTION  
FOR  
SKAMANIA COUNTY-COMMUNITY HEALTH**

**RECOMMENDED SOLUTION:**

- **New Kyocera Ecosys M6630cidn-desk top**
- 32 Pages per minute copy and print (B&W and **Color**)
- 60 ppm scan speed-single sided
- 75 Sheet Auto Reversing document feeder
- Built-in Super G3 Fax Modem
- 1-250 sheet adjustable tray (8.5x11 to 8.5x14)
- Full network printing, faxing and scanning capabilities (scan to email, SMB, FTP, USB)



60 month FMV lease **\$33.00** per month

**Maintenance Agreement**

B/W Service Rate                   \$ 0.011 (0 copies included, only pay for the copies that you use)  
Color Service Rate                   \$ 0.049 (0 copies included, only pay for the copies that you use)

**ADDITIONAL INFORMATION**

- Equipment set-up, delivery, network installation and **unlimited training** are all included.
- Monthly Lease is fixed and will not escalate.
- Service Rates (cost per copy) are fixed for life of lease and will not escalate
- OMNIA Government Contract Pricing-Contract #R191102




**Blair Bell**  
Cell: 503-330-0528  
Direct: 503-718-6127  
Blair.bell@solutionsyes.com





**COMMISSIONER'S AGENDA ITEM COMMENTARY**

<b><u>SUBMITTED BY</u></b>	<u>Community Development</u> Department	 Signature
<b><u>AGENDA DATE</u></b>	<u>January 18, 2023</u>	
<b><u>SUBJECT</u></b>	<u>Department of Ecology – Solid Waste Enforcement Grant</u> <u>Amendment No. 1</u>	
<b><u>ACTION REQUESTED</u></b>	<u>Approve Grant Agreement Amendment No. 1</u>	

**SUMMARY/BACKGROUND**

The Washington Department of Ecology has awarded Skamania County with a grant for solid waste investigation, assistant, and enforcement. The grant funds will reimburse the County for costs (including wages) incurred in the investigation of solid waste related complaints and concerns, including assisting in the proper handling of abandoned or illegally stored junk or nuisance vehicles. Departments involved in solid waste enforcement under Title 8 would be eligible for reimbursement from this grant.

The term of the contract is from July 1, 2021 through June 30, 2023.

Amendment No. 1 would re-obligate the funding to other agreements through the “unspent” process as noted in the funding guidelines. The scope of work remains the same, the expected outcomes decrease as follows, from 80 to 40 solid waste complaints resolved.

**FISCAL IMPACT**

The maximum eligible costs for the term of the original grant is \$70,358.67. The Department of Ecology will fund 75% of the costs (\$52,769.00) and the County will provide 25% (\$17,589.67). Amendment No.1 would amend the funding as follows, Dept of Ecology (\$20,412.00), Skamania County (\$6804.00)

**RECOMMENDATION**

Approve Agreement Amendment No. 1 to Grant Agreement SWMLSWFA-2021-SkCoSW-00030 with the Department of Ecology.

**LIST ATTACHMENTS**

Contract Facesheet  
Contract (2 copies)

## COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS

1. Contract Number SWMLSWFA-2021-SkCoSW-00030

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

3. Contractor Information: Contractor: Washington State Department of Ecology  
Contact Person: Laura Busby  
Title: Solid Waste Grant Management and Planning  
Address: PO Box 47775  
Address: Olympia, WA 98504-7775  
Phone: 360-280-5088

4. Brief description of purpose of the contract and County's contracted duties:  
Amendment No. 1 will reduce funding from \$70,358.67 to \$27,216.00

5. Term of Contract: From: July 1, 2021 To: June 30, 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: \$26,000  
Amount Not Budgeted in Current Year: \$0 Source: \_\_\_\_\_  
Total Non-County Funds Committed: \$52,769 Source: Department of Ecology  
Total County Funds Committed: \$17,589.67  
TOTAL FUNDS COMMITTED: \$70,358.67

8. County Contact Person: Name: Arnold Bell  
Title: Asst. Building Official

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

10. Special Comments: Please return one original to Arnold Bell, Community Development



**AMENDMENT NO. 1**  
**TO AGREEMENT NO. SWMLSWFA-2021-SkCoSW-00030**  
**BETWEEN**  
**THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY**  
**AND**  
**Skamania County - Solid Waste**

PURPOSE: To amend the above-referenced agreement (AGREEMENT) between the state of Washington Department of Ecology (ECOLOGY) and Skamania County - Solid Waste (RECIPIENT) for the SWE Skamania Co SW (PROJECT).

This amendment will decrease the agreement total eligible cost by \$43,143 from \$70,358.67 to \$27,216 (and by \$32,357 from \$52,769 to \$20,412 in state share).

Decreased funds from this AGREEMENT will be re-obligated to other agreement(s) through the "unspent" process. The scope of work remains the same, expected outcomes decrease as follows:

· From 80 to 40 solid waste complaints resolved.

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

Total Eligible Cost:

Original: 70,358.67 Amended: 27,216.00

Project Short Description:

Original:

Skamania County will spend \$70,358.67 to enforce solid waste codes.

Amended:

Skamania County will spend \$27,216 to enforce solid waste codes.

**CHANGES TO THE BUDGET**

**Funding Distribution EG220041**

Funding Title: Skamania Co SW

Funding Type: Grant

Funding Effective Date: 07/01/2021

Funding Expiration Date: 06/30/2023

Funding Source:

Title: Model Toxics Control Operating Account (MTCOA)  
 Fund: FD  
 Type: State  
 Funding Source %: 100%  
 Description: Local Solid Waste Financial Assistance

Approved Indirect Costs Rate: Approved State Indirect: 30%  
 Recipient Match %: 25%  
 InKind Interlocal Allowed: No  
 InKind Other Allowed: No  
 Is this Funding Distribution used to match a federal grant? No

Skamania Co SW	Task Total
Solid Waste Investigation, Assistance, Enforcement	\$ 27,216.00

**Total: \$ 27,216.00**

**CHANGES TO SCOPE OF WORK**

Task Number: 1 Task Cost: \$27,216.00

Task Title: Solid Waste Investigation, Assistance, Enforcement

Task Description:

RECIPIENT will investigate solid waste related complaints or concerns, including, at RECIPIENT's discretion, assisting in the proper handling of abandoned or illegally stored junk or nuisance vehicles. RECIPIENT will also offer technical assistance about solid waste regulations and how to prevent violations, and will enforce as necessary, and provide public education about proper handling and disposal methods, and how to prevent violations.

General:

RECIPIENT employee participation in memberships, trainings, workshops, conferences, committees and or work groups must be pre-approved by ECOLOGY if not already listed as eligible in this scope of work. If travel is involved, RECIPIENT must follow the state of Washington travel requirements as prescribed in chapter 43.03 RCW and Chapter 10 of the State Administrative & Accounting Manual from the Office of Financial Management. Travel costs, including per diem, are reimbursed up to the state rate.

Costs eligible for reimbursement with supporting documentation include:

- Recipient employee time to implement the scope of work.
- Costs not listed here but pre-approved in writing by Ecology.

Costs not eligible for reimbursement:

- Overtime compensation (all hours are calculated at the regular rate of pay).

- Costs not specifically identified in the task's scope of work or pre-approved in writing by Ecology.

**Task Goal Statement:**

The goal of this task is to protect human health and the environment by preventing and correcting violations of solid waste rules and regulations.

**Task Expected Outcome:**

The RECIPIENT expects to resolve 40 solid waste complaints over the two-year biennium.

**Recipient Task Coordinator:** Alan Peters

**Deliverables**

<b>Number</b>	<b>Description</b>	<b>Due Date</b>
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 SW	25 %	\$ 6,804.00	\$ 20,412.00	\$ 27,216.00
<b>Total</b>		<b>\$ 6,804.00</b>	<b>\$ 20,412.00</b>	<b>\$ 27,216.00</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 07/01/2021.

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 County - Solid Waste

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

Laurie Davies  
Solid Waste Management  
Program Manager

Date

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

Thomas W Lannen  
County Commissioner

Date

Arnold Bell

 1/11/23

Assistant Building Official

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 \_\_\_\_\_



**COMMISSIONER'S MOTION ACTION AGENDA ITEM**

<b><u>SUBMITTED BY</u></b>	<u>Human Resource</u> Department	<u>Debi VanCamp</u> Signature
<b><u>AGENDA DATE</u></b>	<u>01/18/2023</u>	
<b><u>SUBJECT</u></b>	<u>Community Development Environmental Health Specialist I</u> <u>revised job description</u>	
<b><u>ACTION REQUESTED</u></b>	<u>Approve revised job description</u>	

**SUMMARY/BACKGROUND**

Klickitat County has notified Skamania County that as April 1, 2023 they will no longer provide contracted services for Environmental Health and Food Permit inspections and enforcement. We are reactivating the Community Development Environmental Health Specialist I job description with revisions.

**FISCAL IMPACT**

None it is already budgeted in the 2023 budget.

**RECOMMENDATION**

Approve the reactivation of the Community Development Environmental Health Specialist I job description with revisions and reset the salary Range at 23.

**LIST ATTACHMENTS**

Community Development Environmental Health job description with revisions outlined in red and a final draft.

R  
A. L.

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 \_\_\_

# SKAMANIA COUNTY

## JOB DESCRIPTION

**TITLE:** ~~PLANNING AND~~ COMMUNITY DEVELOPMENT  
ENVIRONMENTAL HEALTH SPECIALIST I

**FLSA STATUS:** Non-Exempt  
**Approved:**  
**Revised:** 1/22  
**Range:** 23

---

### SUMMARY

Performs a variety of environmental health related functions including inspections, enforcement actions, and educational instruction. This may include but is not limited to inspection of food facilities, schools, transfer stations, on-site sewage disposal systems, wells, water systems, and swimming pools, as required by federal, state, and county public health laws, regulations, codes, and ordinances. Work involves considerable contact with private citizens, contractors, builders, other county departments/staff, and state agency personnel. Gathers, analyzes and interprets environmental health data for relevance to public health issues. Uses independent judgment for analysis and application of regulations. Work is performed under the supervision of the Assistant Planning Director.

### ESSENTIAL FUNCTIONS

**On-site Sewage Program:** Interprets and enforces liquid waste treatment and disposal regulations; gathers and analysis scientific information from the site to determine whether or not a site is suitable for a septic system; reviews plans and specifications of on-site sewage systems for compliance with health standards; determines septic system permit requirements; determines requirements for operation and maintenance; conducts field inspections of soils and site conditions; inspects septic systems during construction and upon completion to determine if construction meets standards; conducts surveys in areas of suspected system malfunctions; evaluates and troubleshoots system failure/problems; investigates complaints received from the public concerning sewage disposal and prepares reports; initiates legal action for code violations; coordinates permit review with other departments; issues or denies on-site sewage permits.

**Food Program:** Interprets and enforces food protection regulations; conducts field inspections of schools, restaurants, grocery stores, taverns, wineries, correctional facilities, bakeries, temporary food service operations, and other retail food establishments; conducts epidemiologic investigations of suspected food borne illnesses; reviews equipment and facility plans for proposed new and remodeled food service establishments and conducts pre-opening inspections to ensure that requirements are met; issues or denies permits; conducts food handlers education; initiates enforcement actions as necessary; coordinates with public health on food borne illness on all health and safety issues including food borne illness or outbreaks.

**Solid Waste Program:** Interprets and enforces solid waste regulations; completes solid waste planning functions on behalf of the County; conducts field inspections of illicit solid waste disposal sites; inspects and evaluates landfill and other solid waste handling and processing sites to monitor ground water, surface water and methane gas; conducts routine and nuisance

compliant inspections of solid waste disposal, recycling, transfer station, and other solid waste processing facilities; conducts tasks associated with implementation of solid waste and moderate risk waste plans; designs and implements solid waste education programs; reviews and comments on operating, monitoring, and closure/post-closure plans for permitted solid waste handling facilities; writes reports and letters of compliance determination to landfill and other solid waste facility owner/operators; coordinates enforcement and investigative actions with the Department of Ecology, Prosecuting Attorney and other county departments; implements grant activities.

**Living Environment:** Investigates complaints regarding rodents and other vectors; initiates appropriate enforcement action; responds to animal bite complaints; conducts epidemiologic investigations of disease reports of public health concern; coordinates illness investigations with the state epidemiologist, state laboratory, physicians and veterinarians; inspects RV parks and reviews plans for their construction and expansion.

**Water Program:** Conducts inspections of proposed well site locations; reviews plans and specifications of new public water systems for compliance with health standards; conducts on-site inspections to ensure proper materials/equipment are used for the installation and decommissioning of water wells; issues private well permits; enforces state and local drinking water regulations, swimming pool, and surface water regulations; performs water testing; performs inspections of public and semi-public swimming facilities; reviews plans for new swimming facilities as required; conducts inspection and undertakes enforcement actions to protect surface water quality in swimming lakes and streams.

**School Program:** Conducts school facility health and safety inspections; interprets and enforces state school health and safety regulations; and reviews plans for new and remodeled school facilities.

### **PERIPHERAL FUNCTIONS**

Operates standard office equipment and programs as required.

Provides backup for related positions.

Provides information to the public and various professionals, at the permit counter, by telephone, and in writing about the requirements of the permit process.

May testify as an expert witness in court if required.

Attends seminars, conferences, and training sessions to keep abreast of changes and code revisions that impact plan review and/or activities.

Performs other duties as assigned or as needed.

### **KNOWLEDGE, SKILLS, AND ABILITIES**

Knowledge of chemical and microbial interactions in the environment.

Knowledge and understanding of the Federal, State, and local Health Codes and agencies; enforcement techniques; and their appropriate use.

Knowledge of the principles and laws of evidence including its determination, identification, and preservation.

Knowledge of English grammar and composition, spelling and arithmetic, filing, paper based and electronic permit record keeping systems, and word processing.

Skills in decision-making, effective organization and time-management.

Ability to proficiently use standard office equipment and software applications specific to work performed, and all other equipment necessary to perform the required task.

Ability to interpret and communicate complex regulations and concepts clearly and concisely in both a written and oral form.

Ability to communicate with a variety of groups, agencies, and elected officials.

Ability to positively represent the County, demonstrating honest and ethical behavior and represent the County's viewpoint in contacts with other agencies.

Ability to use tact, diplomacy, discretion, and courtesy in dealing with citizens and property owners who can be uncooperative or hostile regarding enforcement of health regulations.

Ability to maintain confidential information and use discretion in a variety of situations.

Ability to work independently with minimum supervision and satisfactorily complete assigned tasks in a timely and efficient manner.

Ability to establish and maintain an effective and professional working relationship with County officials and employees, local, state, and federal agencies, private contractors, consultants, and the general public.

Ability to assure prompt response to environmental public health emergencies or exercises and to coordinate with all necessary County departments and state and local agencies.

Ability to work with a wide range of people and personalities in a professional and courteous manner.

Ability to perform basic mathematical calculations in the field, involving conductivity, pH calculations, and temperature corrections.

Ability to prepare accurate, clear, and concise reports and other relevant correspondence and to present such reports to the Board of Health.

Ability to satisfactorily perform each of the essential duties and responsibilities identified in "Essential Functions".

### **EDUCATION AND EXPERIENCE**

Bachelor's Degree in public health, environmental health, environmental science, engineering, chemistry, biology, or a closely related field.

### **LICENSES/CERTIFICATES**

Required to possess a valid drivers license.

Must have the ability to obtain additional licenses and/or certifications as required by the position.

### **WORKING CONDITIONS**

Work is performed approximately 70% performing inspections and/or site reviews and approximately 30% in an office environment. Potential hazards exist in the performance of inspections at construction sites, and responding to complaints of unsafe or questionable health issues.

Frequently exposed to outside elements, including rain, wind, cold, ice, humidity, and heat.

Frequently exposed to unsanitary conditions.

Frequently exposed to difficult driving conditions, such as rough terrain and icy roads.

When working in the outdoor environment the employee is frequently required to walk over rough terrain during adverse weather conditions that pose physical challenges, requiring the ability to walk long distances with necessary equipment, overcome rough or muddy terrain, and climb elevated areas.

Frequently required to work in isolated areas of Skamania County where there is no cell phone or radio reception, exposing employees to increased vulnerability without the ability to call for assistance.

Occasionally exposed to moving mechanical parts, high, precarious places, fumes or airborne particles, toxic or caustic chemicals, and risk of electrical shock and vibration.

Typical exposure to low-moderate noise levels.

Occasional night and weekend work is required.

Standard field equipment includes, but is not limited to, shovels, hoes, handheld meters, generators, septic probe, and safety equipment.

## **PHYSICAL REQUIREMENTS**

The duties of the above position require climbing, balancing, sitting, walking, stooping, crawling, bending, reaching, pulling, twisting, and the ability to frequently lift and/or move up to 25 pounds and occasionally lift and/or move up to 50 pounds with assistance. Must be able to traverse all types of terrain when performing site visits/inspections. Requires finger dexterity, sense of touch, gripping with fingers and hands; ability to see, hear voice conversation, and to speak. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus. Hand-eye coordination is necessary to operate equipment used in this position.

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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, religion, sex, age, national origin, religion, marital status, or 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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# SKAMANIA COUNTY

## JOB DESCRIPTION

**TITLE: COMMUNITY DEVELOPMENT  
ENVIRONMENTAL HEALTH  
SPECIALIST I**

**FLSA STATUS: Non-Exempt  
Approved: 7/08/08  
Revised: 1/22  
Range: 23**

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### SUMMARY

Performs a variety of environmental health related functions including inspections, enforcement actions, and educational instruction. This may include but is not limited to inspection of food facilities, schools, transfer stations, on-site sewage disposal systems, wells, water systems, and swimming pools, as required by federal, state, and county public health laws, regulations, codes, and ordinances. Work involves considerable contact with private citizens, contractors, builders, other county departments/staff, and state agency personnel. Gathers, analyzes and interprets environmental health data for relevance to public health issues. Uses independent judgment for analysis and application of regulations. Work is performed under the supervision of the Assistant Planning Director.

### ESSENTIAL FUNCTIONS

**On-site Sewage Program:** Interprets and enforces liquid waste treatment and disposal regulations; gathers and analysis scientific information from the site to determine whether or not a site is suitable for a septic system; reviews plans and specifications of on-site sewage systems for compliance with health standards; determines septic system permit requirements; determines requirements for operation and maintenance; conducts field inspections of soils and site conditions; inspects septic systems during construction and upon completion to determine if construction meets standards; conducts surveys in areas of suspected system malfunctions; evaluates and troubleshoots system failure/problems; investigates complaints received from the public concerning sewage disposal and prepares reports; initiates legal action for code violations; coordinates permit review with other departments; issues or denies on-site sewage permits.

**Food Program:** Interprets and enforces food protection regulations; conducts field inspections of schools, restaurants, grocery stores, taverns, wineries, correctional facilities, bakeries, temporary food service operations, and other retail food establishments; conducts epidemiologic investigations of suspected food borne illnesses; reviews equipment and facility plans for proposed new and remodeled food service establishments and conducts pre-opening inspections to ensure that requirements are met; issues or denies permits; conducts food handlers education; initiates enforcement actions as necessary; coordinates with public health on food borne illness on all health and safety issues including food borne illness or outbreaks.

**Solid Waste Program:** Interprets and enforces solid waste regulations; completes solid waste planning functions on behalf of the County; conducts field inspections of illicit solid waste disposal sites; inspects and evaluates landfill and other solid waste handling and processing sites to monitor ground water, surface water and methane gas; conducts routine and nuisance

compliant inspections of solid waste disposal, recycling, transfer station, and other solid waste processing facilities; conducts tasks associated with implementation of solid waste and moderate risk waste plans; designs and implements solid waste education programs; reviews and comments on operating, monitoring, and closure/post-closure plans for permitted solid waste handling facilities; writes reports and letters of compliance determination to landfill and other solid waste facility owner/operators; coordinates enforcement and investigative actions with the Department of Ecology, Prosecuting Attorney and other county departments; implements grant activities.

**Living Environment:** Investigates complaints regarding rodents and other vectors; initiates appropriate enforcement action; responds to animal bite complaints; conducts epidemiologic investigations of disease reports of public health concern; coordinates illness investigations with the state epidemiologist, state laboratory, physicians and veterinarians; inspects RV parks and reviews plans for their construction and expansion.

**Water Program:** Conducts inspections of proposed well site locations; reviews plans and specifications of new public water systems for compliance with health standards; conducts on-site inspections to ensure proper materials/equipment are used for the installation and decommissioning of water wells; issues private well permits; enforces state and local drinking water regulations, swimming pool, and surface water regulations; performs water testing; performs inspections of public and semi-public swimming facilities; reviews plans for new swimming facilities as required; conducts inspection and undertakes enforcement actions to protect surface water quality in swimming lakes and streams.

**School Program:** Conducts school facility health and safety inspections; interprets and enforces state school health and safety regulations; and reviews plans for new and remodeled school facilities.

### **PERIPHERAL FUNCTIONS**

Operates standard office equipment and programs as required.

Provides backup for related positions.

Provides information to the public and various professionals, at the permit counter, by telephone, and in writing about the requirements of the permit process.

May testify as an expert witness in court if required.

Attends seminars, conferences, and training sessions to keep abreast of changes and code revisions that impact plan review and/or activities.

Performs other duties as assigned or as needed.

### **KNOWLEDGE, SKILLS, AND ABILITIES**

Knowledge of chemical and microbial interactions in the environment.

Knowledge and understanding of the Federal, State, and local Health Codes and agencies; enforcement techniques; and their appropriate use.

Knowledge of the principles and laws of evidence including its determination, identification, and preservation.

Knowledge of English grammar and composition, spelling and arithmetic, filing, paper based and electronic permit record keeping systems, and word processing.

Skills in decision-making, effective organization and time-management.

Ability to proficiently use standard office equipment and software applications specific to work performed, and all other equipment necessary to perform the required task.

Ability to interpret and communicate complex regulations and concepts clearly and concisely in both a written and oral form.

Ability to communicate with a variety of groups, agencies, and elected officials.

Ability to positively represent the County, demonstrating honest and ethical behavior and represent the County's viewpoint in contacts with other agencies.

Ability to use tact, diplomacy, discretion, and courtesy in dealing with citizens and property owners who can be uncooperative or hostile regarding enforcement of health regulations.

Ability to maintain confidential information and use discretion in a variety of situations.

Ability to work independently with minimum supervision and satisfactorily complete assigned tasks in a timely and efficient manner.

Ability to establish and maintain an effective and professional working relationship with County officials and employees, local, state, and federal agencies, private contractors, consultants, and the general public.

Ability to assure prompt response to environmental public health emergencies or exercises and to coordinate with all necessary County departments and state and local agencies.

Ability to work with a wide range of people and personalities in a professional and courteous manner.

Ability to perform basic mathematical calculations in the field, involving conductivity, pH calculations, and temperature corrections.

Ability to prepare accurate, clear, and concise reports and other relevant correspondence and to present such reports to the Board of Health.

Ability to satisfactorily perform each of the essential duties and responsibilities identified in "Essential Functions".

### **EDUCATION AND EXPERIENCE**

Bachelor's Degree in public health, environmental health, environmental science, engineering, chemistry, biology, or a closely related field.

### **LICENSES/CERTIFICATES**

Required to possess a valid drivers license.

Must have the ability to obtain additional licenses and/or certifications as required by the position.

### **WORKING CONDITIONS**

Work is performed approximately 70% performing inspections and/or site reviews and approximately 30% in an office environment. Potential hazards exist in the performance of inspections at construction sites, and responds to complaints of unsafe or questionable health issues.

Frequently exposed to outside elements, including rain, wind, cold, ice, humidity, and heat.

Frequently exposed to unsanitary conditions.

Frequently exposed to difficult driving conditions, such as rough terrain and icy roads.

When working in the outdoor environment the employee is frequently required to walk over rough terrain during adverse weather conditions that pose physical challenges, requiring the ability to walk long distances with necessary equipment, overcome rough or muddy terrain, and climb elevated areas.

Frequently required to work in isolated areas of Skamania County where there is no cell phone or radio reception, exposing employees to increased vulnerability without the ability to call for assistance.

Occasionally exposed to moving mechanical parts, high, precarious places, fumes or airborne particles, toxic or caustic chemicals, and risk of electrical shock and vibration.

Typical exposure to low-moderate noise levels.

Occasional night and weekend work is required.

Standard field equipment includes, but is not limited to, shovels, hoes, handheld meters, generators, septic probe, and safety equipment.

## **PHYSICAL REQUIREMENTS**

The duties of the above position require climbing, balancing, sitting, walking, stooping, crawling, bending, reaching, pulling, twisting, and the ability to frequently lift and/or move up to 25 pounds and occasionally lift and/or move up to 50 pounds with assistance. Must be able to traverse all types of terrain when performing site visits/inspections. Requires finger dexterity, sense of touch, gripping with fingers and hands; ability to see, hear voice conversation, and to speak. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus. Hand-eye coordination is necessary to operate equipment used in this position.


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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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**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>01/18/2023</u>	
<b><u>SUBJECT</u></b>	<u>Community Development Code Enforcement/Environmental Health Tech new job description</u>	
<b><u>ACTION REQUESTED</u></b>	<u>Approve new job description</u>	

**SUMMARY/BACKGROUND**

Klickitat County has notified Skamania County that as April 1, 2023 they will no longer provide contracted services for Environmental Health and Food Permit inspections and enforcement. We are proposing a new job description called the Community Development Code Enforcement/Environmental Health Tech.

**FISCAL IMPACT**

None it is already budgeted in the 2023 budget.

**RECOMMENDATION**

Approve the new Community Development Code Enforcement/Environmental Health Tech job description and set the salary Range at 20.

**LIST ATTACHMENTS**

Community Development Code Enforcement/Environmental Health Tech job description draft.

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 \_\_\_

# SKAMANIA COUNTY

## JOB DESCRIPTION

**TITLE: PLANNING & COMMUNITY DEVELOPMENT  
CODE ENFORCEMENT/  
ENVIRONMENTAL HEALTH TECH**      **FLSA STATUS: Non-Exempt  
Approved:  
Revised:  
Range: 20**

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### SUMMARY

Performs a variety of environmental health related functions including inspections, enforcement actions, and educational instruction. This may include but is not limited to inspection of food facilities, schools, transfer stations, on-site sewage disposal systems, wells, water systems, and swimming pools, as required by federal, state, and county public health laws, regulations, codes, and ordinances. Work involves considerable contact with private citizens, contractors, builders, other county departments/staff, and state agency personnel. Gathers, analyzes and interprets environmental health data for relevance to public health issues. Uses independent judgment for analysis and application of regulations. Work is performed under the supervision of the Environmental Health Specialist Lead.

### ESSENTIAL FUNCTIONS

**Food Program:** Interprets and enforces food protection regulations; conducts field inspections of schools, restaurants, grocery stores, taverns, wineries, correctional facilities, bakeries, temporary food service operations, and other retail food establishments; conducts epidemiologic investigations of suspected food borne illnesses; reviews equipment and facility plans for proposed new and remodeled food service establishments and conducts pre-opening inspections to ensure that requirements are met; issues or denies permits; conducts food handlers education; initiates enforcement actions as necessary; coordinates with public health on food borne illness on all health and safety issues including food borne illness or outbreaks.

**School Program:** Conducts school kitchen health and safety inspections; interprets and enforces state school health and safety regulations.

**Code Enforcement:** Conducts site visits on public nuisance complaints. Health and safety inspections; interprets and enforces state and county regulations, codes and rules.

**Application Process:** Processes applications, permits, reports, and related paper work. This includes processing payments at the counter and through the mail.

**Food Handlers Permit:** Administers Food Handler testing and training programs, including issuing Food Handler Cards. Organizational responsibilities include understands and promotes the public health and planning mission of the department; provides courteous, respectful, efficient customer service; honors diversity of all department employees, and constituents; participating in planning and health department training; and strives for personal excellence in public health and planning work.



## **PERIPHERAL FUNCTIONS**

Operates standard office equipment and programs as required.

Provides backup for related positions.

Provides information to the public and various professionals, at the permit counter, by telephone, and in writing about the requirements of the permit process.

Testifies as an expert witness in court if required.

Attends seminars, conferences, and training sessions to keep abreast of changes and code revisions that impact plan review and/or activities.

Performs other duties as assigned or as needed.

## **KNOWLEDGE, SKILLS, AND ABILITIES**

Knowledge of chemical and microbial interactions in the environment.

Knowledge of County code and nuisance procedures.

Knowledge and understanding of the Federal, State, and local Health Codes and agencies; enforcement techniques; and their appropriate use.

Knowledge of the principles and laws of evidence including its determination, identification, and preservation.

Knowledge of English grammar and composition, spelling and arithmetic, filing, paper based and electronic permit record keeping systems, and word processing.

Skills in decision-making, effective organization and time-management.

Ability to proficiently use standard office equipment and software applications specific to work performed, and all other equipment necessary to perform the required task.

Ability to interpret and communicate complex regulations and concepts clearly and concisely in both a written and oral form.

Ability to communicate with a variety of groups, agencies, and elected officials.

Ability to positively represent the County, demonstrating honest and ethical behavior and represent the County's viewpoint in contacts with other agencies.

Ability to use tact, diplomacy, discretion, and courtesy in dealing with citizens and property owners who can be uncooperative or hostile regarding enforcement of health regulations.

Ability to maintain confidential information and use discretion in a variety of situations.

Ability to work independently with minimum supervision and satisfactorily complete assigned tasks in a timely and efficient manner.

Ability to establish and maintain an effective and professional working relationship with County officials and employees, local, state, and federal agencies, private contractors, consultants, and the general public.

Ability to assure prompt response to environmental public health emergencies or exercises and to coordinate with all necessary County departments and state and local agencies.

Ability to work with a wide range of people and personalities in a professional and courteous manner.

Ability to perform basic mathematical calculations in the field, involving conductivity, pH calculations, and temperature corrections.

Ability to prepare accurate, clear, and concise reports and other relevant correspondence and to present such reports to the Board of Health.

Ability to satisfactorily perform each of the essential duties and responsibilities identified in "Essential Functions".

### **EDUCATION AND EXPERIENCE**

High school diploma, or GED and three years of progressively responsible experience performing duties at a similar level, preferably in the public sector, or an equivalent combination of education and experience which provided the knowledge, skills, and abilities to perform the essential functions of the position.

### **LICENSES/CERTIFICATES**

A valid driver's license may be required.

May require specialized training or certification.

### **WORKING CONDITIONS**

Work is performed approximately 60% performing inspections and/or site reviews and approximately 40% in an office environment. Potential hazards exist in the performance of inspections at construction sites and responding to complaints of unsafe or questionable health issues.

Frequently exposed to outside elements, including rain, wind, cold, ice, humidity, and heat.

Frequently exposed to unsanitary conditions.

Frequently exposed to difficult driving conditions, such as rough terrain and icy roads.

When working in the outdoor environment the employee is frequently required to walk over rough terrain during adverse weather conditions that pose physical challenges, requiring the ability to walk long distances with necessary equipment, overcome rough or muddy terrain, and climb elevated areas.

Frequently required to work in isolated areas of Skamania County where there is no cell phone or radio reception, exposing employees to increased vulnerability without the ability to call for assistance.

Occasionally exposed to moving mechanical parts, high, precarious places, fumes or airborne particles, toxic or caustic chemicals, and risk of electrical shock and vibration.

Typical exposure to low-moderate noise levels.

Occasional night and weekend work is required.

Standard field equipment includes, but is not limited to, shovels, hoes, handheld meters, generators, septic probe, and safety equipment.

### **PHYSICAL REQUIREMENTS**

The duties of the above position require climbing, balancing, sitting, walking, stooping, crawling, bending, reaching, pulling, twisting, and the ability to frequently lift and/or move up to 25 pounds and occasionally lift and/or move up to 50 pounds with assistance. Must be able to traverse all types of terrain when performing site visits/inspections. Requires finger dexterity, sense of touch, gripping with fingers and hands; ability to see, hear voice conversation, and to speak. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus. Hand-eye coordination is necessary to operate equipment used in this position.

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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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COMMISSIONER'S AGENDA ITEM COMMENTARY

<u><b>SUBMITTED BY</b></u>	<u>Human Resource</u> Department	<u>Debi VanCamp</u> Signature
<u><b>AGENDA DATE</b></u>	<u>01/18/2023</u>	
<u><b>SUBJECT</b></u>	<u>Employment Contract Public Works Director</u>	
<u><b>ACTION REQUESTED</b></u>	<u>Approve Employment Contract with Public Works Director</u>	

**SUMMARY/BACKGROUND**

This employment contract is to identify that the position is an at will position that has benefits under the Skamania County Personnel Policy.

**FISCAL IMPACT**

None the position is budgeted in the 2023 budget

**RECOMMENDATION**

Approve attached Employment Contract for Public Works Director

**MOTION**

The Skamania County Board of Commissioners moves to agree and approve the Employment Contract between Skamania County and the Public Works Director.

# **EMPLOYMENT AGREEMENT SKAMANIA COUNTY PUBLIC WORKS DIRECTOR**

This is an Employment Agreement made and entered into between Skamania County, hereafter "County" and David Waymire, hereafter "Director."

WHEREAS, Skamania County has appointed David Waymire as the Public Works Director effective January 1, 2023.

WHEREAS, Skamania County and David Waymire have discussed and now desire to provide for certain procedures, benefits, and requirements related to the Director's employment, and to enter into a contract setting forth such terms and conditions. This agreement is made at the sole discretion of the Skamania County Board of County Commissioners and is not a condition of employment nor should this agreement be considered an inducement to employee to accept employment with Skamania County.

NOW THEREFORE, Skamania County and David Waymire agree to the following:

1. Duties: Skamania County agrees to employ David Waymire as the Director for Skamania County to perform all the duties specified by resolution, policy, and/or ordinance, and such other proper duties as designated by the Board of County Commissioners.
2. Duration of Agreement: It is the intent of the parties that the term of the agreement shall be for an indefinite period and may be terminated by either party pursuant to Section 10 of this Agreement or by the Board of County Commissioners pursuant to Section 11 of this Agreement.
3. Compensation: As of the date of this Agreement, annual compensation shall be paid in the amount of \$101,796 equivalent to Salary Range 34pw – Step 3 of the County's Salary Plan.
  - a. Thereafter, increases in annual compensation shall be accomplished as part of the County's budget process and shall not require further amendment of this agreement.
  - b. In the event that increases are provided generally to Salary Ranges for unrepresented employees in the County's Salary Plan, or by other action of the County, compensation shall be adjusted according to the new salary afforded Range 34pw at the appropriate step.
  - c. Unless expressly provided herein, the County shall not at any time during the term of the Director's tenure in office reduce the salary, compensation or other financial benefits of the Director, except to the same degree of such a reduction for all unrepresented employees of Skamania County. Except See Section 15, below.

4. Insurance Coverage and Retirement: The County shall provide the same coverage for medical, dental, worker's compensation, life insurance, and any other insurance or benefits afforded other unrepresented employees. Further, the County agrees to provide the Director retirement benefits through the Washington State Public Employees Retirement System.
5. Vacation / Sick Leave: The Director shall accrue Vacation and Sick Leave days at the same rate as other unrepresented employees and shall be entitled to annual vacation buy back in the same amount as other unrepresented County employees. Vacation and Sick Leave shall be reported as outlined in Skamania County's Exempt Employee Policy, Section 12.4.1 of the Skamania County Personnel Policy. Under Section 13.5 When an employee transfers from one department to another, all continuous service for the County in any department covered by the Skamania County Personnel Policy shall be counted towards eligibility to utilize vacation leave and the accrual rate at which leave is earned. All accruals of sick and vacation leave shall be transferred to the new department.
6. Holidays / Leaves / Hours of Work: The Director shall receive the same holidays, special leave, e.g., at the same rate as other unrepresented employees. The position of Director is classified as an exempt position, but the Director is generally expected to work at least the same hours of work as the business hours of the County, and any other hours as required by the duties of the position.
7. Conferences / Training and Education: The County shall encourage and support the continued professional development of the Director for the good of the County by:
  - a. Paying membership fees for Washington State Association of County and Community Transportation Association of America and/or other similar professional organizations as may be budgeted and approved by the County.
  - b. Reimbursing cost or arranging for direct payment of costs for attending national, state, and local professional association meetings and conferences as customary for Directors and other unrepresented employees and as provided in the annual budget.
  - c. Reimbursement of other travel and miscellaneous costs necessary to represent or benefit the County, as approved.
8. Payment of Expenses: Except as otherwise provided in this Agreement, payment of incurred job-related expenses shall be as provided in the County's Personnel and/or other policies.

9. Personnel Policies: Except as otherwise provided in this agreement, the Director shall be afforded the same rights, privileges, reimbursement and responsibilities as other employees covered under the County's personnel policies. However, the Director is an "at will" employee and nothing in this agreement shall provide any non-statutory employment protection other than those provisions pertaining to severance in Section 10, below.

10. Termination:

a. By the County:

- i. The Director is terminable at the will of the Board of County Commissioners. The County has the right to employ another person as Director. If the Director is terminated for any reason other than for cause as set forth in Section 11, it is agreed that upon termination by the County, the Director will be paid the following termination benefits, conditioned on Director and County signing a mutually agreed waiver of claims:
  1. All accrued and unused vacation up to 360 hours and all accrued and unused sick leave shall be paid in a lump sum up to 1000 hours; and
  2. Severance pay from the date of termination of a period of ninety (90) days thereafter. Severance pay shall include the Director's current base salary and the County will continue to provide medical, dental and vision insurance coverage for up to 90 days after termination (or until Director is covered by another employer's insurance plan if this occurs prior to 90 days). Except as otherwise indicated in the insurance documents for eligibility, all amounts to be paid pursuant to this section shall be payable monthly.
  3. Any severance or termination benefits under this agreement are available only after Director has completed any period of probation under Skamania County's Personnel Policy.

b. By the Director:

- i. Should the Director desire to terminate his employment through voluntary resignation or retirement (if eligible), he shall provide the Board of County Commissioners with as much notice as possible, making every effort to provide sixty (60) days notice, and in any case not less than thirty (30) days in advance. Should the Director decide to seek other employment, the Board of County Commissioners shall be notified prior to the Director participating in any job interviews as a finalist. In the case of voluntary resignation by the Director, the Director shall not be entitled to receive any severance payments under this agreement or benefits subsequent

to the effective date of such resignation, but he shall receive all benefits to which he would otherwise be entitled upon voluntary resignation under the personnel policy. Provided, that if the Director gives less than thirty (30) days' notice, as required herein, prior to resignation or retirement, the Director shall forfeit any payout for accrued sick leave otherwise provided for under this contract or Skamania County Personnel Policy.

11. Dishonest / Willful Misconduct: Nothing in this Agreement shall prevent the Board of County Commissioners from terminating the Director's employment and/or other rights under this Agreement for dishonesty or willful misconduct including but not limited to fraud, embezzlement, theft, criminal conduct, or any misfeasance or malfeasance not otherwise listed in this provision.
12. Evaluation: The County and the Director shall conduct a performance evaluation at least once per year, or more frequently at the direction of the Board of County Commissioners. Said evaluations shall be in accordance with the specific criteria established by the Board in a consult with the Director. The Board will strive to develop an evaluation by March 1<sup>st</sup> of each year. The final written evaluation shall be completed and delivered to the Director within thirty (30) days of the evaluation meeting. If performance is unsatisfactory or needs significant improvement in any area, the Board will describe those concerns in writing and in reasonable detail or with specific examples for the Director to correct such deficiencies.
13. Defend and Hold Harmless: The County will defend and hold the Director harmless from any civil liability incurred or allegedly incurred while acting in good faith and within the scope of authority as the Director.
14. Prior Actions: Acts taken pursuant to this Agreement, but prior to its execution are hereby ratified and confirmed.
15. Modifications to Agreement: Either party may propose modifications to this Agreement. Modification can be made by mutual consent and must be in writing signed by all parties. County maintains the right to modify this agreement without the consent of Director, but in the case of any such modification, Director has the option of accepting a voluntary termination and is eligible for the voluntary termination benefits as provided in paragraph 10. a. of this agreement. BOCC shall not make any unilateral change in this contract without first engaging in consultation with Director regarding the proposed changes. Such consultative period shall be for no less than sixty (60) days, after which the County may modify the contract.



16. Severability: If any provisions of this Agreement are held invalid, the remainder shall be deemed valid and binding. It is the intent of the parties hereto that each provision herein is agreed to separately in the event one or more of such provisions are held invalid.

17. Governing Law / Venue: This Agreement is made and shall be construed and performed under the laws of the State of Washington. Venue regarding any dispute arising from this Agreement shall be in Skamania County, Washington.

IN WITNESS WHEREOF, The Board of County Commissioners of Skamania County has caused this Agreement to be signed and executed on its behalf and the undersigned employee. The Director further represents and acknowledges that:


- 1) He has read this Agreement in its entirety.
- 2) He has had an opportunity to study and review the Agreement.
- 3) He has been advised that the County Prosecuting Attorney is counsel to the County and not to the Director in regard to the Agreement.
- 4) That he has a right to consult his own independent counsel concerning this Agreement and that he has not done so.

All parties agree to be bound by this Agreement.

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

SKAMANIA COUNTY  
BOARD OF COMMISSIONERS

\_\_\_\_\_  
Chairmen

  
\_\_\_\_\_  
David Waymire

\_\_\_\_\_  
Commissioner

1-11-23  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Commissioner


ATTEST:

Approved as to Form Only:

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

\_\_\_\_\_  
Clerk to the Board

**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>01/18/2023</u>	
<b><u>SUBJECT</u></b>	<u>Jail Superintendent/911 Coordinator revised job description</u>	
<b><u>ACTION REQUESTED</u></b>	<u>Approve revised job description</u>	

**SUMMARY/BACKGROUND**

2023 has brought a new Sheriff to Skamania County who wishes to appoint a new Jail Superintendent/911 Coordinator and desires to make revisions to the job description that include title of job, completion and monitoring of the Sheriff/Jail budgets, operation of the 911 call center and system and the 911 addressing system. Removal of possible performance of Deputy Sheriff duties.

**FISCAL IMPACT**

Reduction from Range 31 to Range 29 for fiscal 2023 budget year approximately \$10,000

**RECOMMENDATION**

Approve the revised job description and set the salary Range at 29. This is 2 ranges above the Sergeants. *effective 1/1/23*

**LIST ATTACHMENTS**

Jail Superintendent/911 Coordinator job description with revisions outlined and a final draft.

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: JAIL SUPERINTENDENT/911 COORDINATOR**

**FLSA STATUS: Exempt**

**RANGE: 29sa**

**Approved: 6/16**

**Revised: 1/23**

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### **SUMMARY**

Under the appointment and direction of the Sheriff, the Jail Superintendent/911 Coordinator provides supervision and oversight of the Communication and Correction Divisions of the Skamania County Sheriff's Office. Responsibilities include coordination and maintenance of the E-911 System, as well as providing the necessary equipment, training, and support to employees, ensuring the two divisions function in a professional, legal, and cost-effective manner. The Jail Superintendent/911 Coordinator assists other division chiefs in directing the overall activities of the Sheriff's Office to accomplish the established mission and goals of the agency.

### **ESSENTIAL FUNCTIONS**

Provides supervision of assigned staff, including scheduling, performing staff evaluations, planning and initiating strategies for performance, authorizing vacation, sick leave, and overtime, signing and approving time sheets, staff training, administering disciplinary measures, and resolving complaints.

In coordination with the Communications/Corrections Sergeant, evaluates the operations of the Communication and Corrections divisions, reviews the activities of the staff and reviews computer entries of data for bookings and complaint information to ensure applicable codes, statutes, and directives are being performed consistently.

Computes jail time for inmates, reviews sentencing, and determines release dates in accordance with state statutes.

Coordinates the food services program for the Corrections facility.

Prepares and administers the budget for the Communications, Corrections, and 911 divisions.

Coordinates and assists in preparation of the Sheriff's Office overall annual budgets. Works closely with the Sheriff, Undersheriff, and Division Chiefs to ensure the annual budget is accurately prepared and presented to County Commissioners.

Evaluates statistics to determine adequate staffing and other needs for maximum efficiency of the divisions.

Prepares a variety of reports including those mandated by federal, state and local jurisdictions using detailed, statistical methods and procedures for compilation of data.

Coordinates 911 within the county to ensure systems and processes are functioning as required.

Maintains the Master Street Address Guide and works with other county departments to ensure the county addressing system is current, maintained efficiently, and is in compliance with statewide geo-spatial call routing standards. Works with wireless and wireline providers to ensure accurate data is received.

Prepares a variety of reports and participates in any testing required by the State 911 Coordination Office.

Performs radio communications maintenance, which includes coordination between technicians and the radio fleet, ensuring continuous, uninterrupted operations of the equipment.

Coordinates the work crew program.

Coordinates various grants for Corrections, Work Crew and 911.

Maintains inventory of equipment and supplies.

### **PERIPHERAL FUNCTIONS**

Prepares supplemental budget requests, as necessary, for all Sheriff's Office budgets.

Transports inmates to other facilities or jurisdictions as required.

Performs minor equipment repairs and maintenance.

Performs other duties as required or assigned.

Covers Court Security as needed.

Handles Technical Security audits to ensure compliance with the Criminal Justice Information Systems.

Works with County IT staff on upgrades as needed and available.

Manages the Mobile Data Computers (M.D.C.s) for all assigned staff.

Manages the Spillman system in regard to user accounts and codes tables, as needed.

### **KNOWLEDGE, SKILLS, AND ABILITIES**

Considerable knowledge of the methods, techniques and principles of inmate care and dispatching of police services.

Considerable knowledge of local, state, and federal case law, statutes, regulations, and ordinances regarding the booking and detention of inmates, the handling of evidence, and dispatch requirements.

Knowledge of the RCWs and WACs as they relate to Corrections, 911 operations, and administration.

Knowledge of the responsibilities and functions, as they pertain to Corrections, Communications, and 911 Operations, of the Skamania County Sheriff's Office.

Knowledge of Corrections, Communications, and 911 operations.

Knowledge of modern supervisory principles and practices.

Knowledge of budgeting and accounting practices.

Skill in demonstrated organization and time management.

Skill in analyzing and defining problems and the ability to effectively and logically resolve the problems.

Skill in effective decision making.

Ability in the proficient use of standard office equipment such as computers, including spreadsheet applications and word processing.

Ability to supervise, train, assign tasks, schedule and evaluate the work of staff members.

Ability to effectively cope with stressful situations tactfully and with respect to the rights of others.

Ability to communicate clearly and concisely, orally and in writing.

Ability to maintain accurate and concise records.

Ability to use independent judgment, make decisions, and accept responsibility for assigned tasks.

Ability to organize details logically and perform several tasks simultaneously under stress.

Ability to maintain an effective and professional working relationship with co-workers, supervisors, other county employees, citizens of varied racial and economic backgrounds, and other agency personnel.

Ability to work in a secure environment with protective measures.

### **EDUCATION AND EXPERIENCE**

High school diploma, or G.E.D, and five years of experience working in either the Corrections/Communications, and/or Patrol divisions (two years of which must be in a supervisory or lead worker role), or an equivalent combination of education and experience that provides the knowledge, skills, and abilities to perform the essential functions of the position.

**LICENSES/CERTIFICATES**

Successful completion and certification, per the Washington State Criminal Justice Training Commission, for Corrections Officers Academy. .

Successful completion of First Level Supervision through the Washington State Criminal Justice Training Commission required within six months of employment and 40 hours of leadership electives within one year from Career Level Certification application date.

Successful completion of 21<sup>st</sup> Century Police Leadership (formerly known as Middle Management) through the Washington State Criminal Justice Training Commission required within six months of employment and 40 hours of leadership electives within one year from Career Level Certification application date.

Ability to obtain additional licenses and/or certifications as required by the position.

**WORKING CONDITIONS**

Work is performed approximately 70% in an office environment and the remainder of the time is split between Corrections, Communications, and outside assignments. On-call status may be required for emergency situations.

**PHYSICAL REQUIREMENTS**

The duties of the above position requires sitting for extended periods of time and the use of a computer for extended periods of time. Walking, stooping, bending, reaching, pulling, twisting, and the ability to lift up to 25 pounds are required. 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 work load.

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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**SKAMANIA COUNTY  
JOB DESCRIPTION**

**TITLE:** JAIL SUPERINTENDENT/911 COORDINATOR  
~~CHIEF DEPUTY~~  
~~SHERIFF - JAIL~~      **FLSA STATUS:** Exempt  
**RANGE:** 29sa  
**Approved:** 6/16

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**SUMMARY**

Under the appointment and direction of the Sheriff, the ~~Chief Deputy~~Jail Superintendent/911 Coordinator provides supervision and oversight of the Communication and Correction Divisions of the Skamania County Sheriff's Office. Responsibilities include coordination and maintenance of the E-911 System, as well as providing the necessary equipment, training, and support to the employees, ~~to insure ensuring the that~~ two divisions function in a professional, legal, and cost-effective manner. ~~The Jail Superintendent/911 Coordinator a~~Assists ~~management other division chiefs~~ in directing the overall activities of the Sheriff's ~~O~~office to accomplish the established mission and goals ~~of the agency~~.

**ESSENTIAL FUNCTIONS**

Provides supervision of assigned staff, including scheduling, performing staff evaluations, planning and initiating strategies for performance, authorizing vacation, sick leave, and overtime, signing and approving time sheets, staff training, administering disciplinary measures, and resolving complaints.

In coordination with the Communications/Corrections Sergeant, evaluates the operations of the Communication and Corrections divisions, reviews the activities of the staff and reviews computer entries of data for bookings and complaint information to ~~insure ensure that~~ applicable codes, statutes, and directives are being performed consistently.

Computes jail time for inmates, reviews sentencing, and determines release dates in accordance with ~~s~~State statutes.

Coordinates the food services program for the Corrections facility.

Prepares and administers the budget for the Communications, Corrections, and ~~E~~-911 divisions.

Coordinates and assists in preparation of the Sheriff's Office overall annual budgets. Works closely with the Sheriff, Undersheriff, and Division Chiefs to ensure the annual budget is accurately prepared and presented to County Commissioners.

Evaluates statistics to determine adequate staffing and other needs for maximum efficiency of the divisions.

Prepares a variety of reports including those mandated by federal, state and local jurisdictions using detailed, statistical methods and procedures for compilation of data.

Coordinates 911 within the county to ensure systems and processes are functioning as required.



~~Continuously monitors and updates the E-911 functions and procedures, including the Master Street Address Guide. Ensures that the County addressing system is current and maintained efficiently. Works with telephone companies to ensure accurate data is received.~~

Maintains the Master Street Address Guide and works with other county departments to ensure the county addressing system is current, maintained efficiently, and is in compliance with statewide geo-special call routing standards. Works with wireless and wireline providers to ensure accurate data is received.

Prepares a variety of reports and participates in any testing required by the State 911 Coordination Office.

Performs radio communications maintenance, which includes coordination between technicians and the radio fleet, ensuring continuous, uninterrupted operations of the equipment.

~~Manages the vehicle fleet and maintenance schedules of the Sheriff's Office.~~

Coordinates the work crew program.

Coordinates various grants for CorrectionsJail, Work Crew and 911.

Maintains inventory of equipment and supplies.

#### **PERIPHERAL FUNCTIONS**

~~May perform patrol duties if needed.~~

Prepares supplemental budget requests, as necessary, for all Sheriff's Office budgets.

Transports inmates to other facilities or jurisdictions as required.

Performs minor equipment repairs and maintenance.

Performs other duties as required or assigned.

Covers Court Security as needed.

Handles Technical Security audits to ensure compliance with the Criminal Justice Information Systems.

Works with County IT staff on upgrades as needed and available.

Manages the ~~Mobiel data Computers~~ Mobile Data Computers (M.D.C.s) for all assigned staff.

Manages the Spillman system in regards to user accounts and codes tables, as needed.

#### **KNOWLEDGE, SKILLS, AND ABILITIES**

Considerable knowledge of the methods, techniques and principles of inmate care and dispatching

of police services.

Considerable knowledge of local, state, and federal case law, statutes, regulations, and ordinances regarding the booking and detention of inmates, the handling of evidence, and dispatch requirements.

~~Knowledge of the R.C.W.'s and W.A.C.'s related to law enforcement and the ability to administer such in the line of duty.~~

~~Knowledge of local ordinances as they relate to the essential functions of the position.~~

~~Knowledge of modern law enforcement and crime prevention principles and practices.~~

Knowledge of the RCWs and WACs as they relate to Corrections, 911 operations, and administration.

Knowledge of the responsibilities and functions, as they pertain to Corrections, Communications, and 911 Operations, of the Skamania County Sheriff's Department Office.

Knowledge of Corrections, Ceommunications, and E-911 operations.

Knowledge of modern supervisory principles and practices.

Knowledge of budgeting and accounting practices.

Skill in dDemonstrated organization and time management.

Skill in analyzing and defining problems and the ability to effectively and logically resolve the problems.

Skill in effective decision making.

Ability in the proficient use of standard office equipment such as computers, including spreadsheet applications and word processing.

Ability to supervise, train, assign tasks, schedule and evaluate the work of staff members.

Ability to effectively cope with stressful situations tactfully and with respect to the rights of others.

Ability to communicate clearly and concisely, orally and in writing.

Ability to maintain accurate and concise records.

Ability to use independent judgment, make decisions, and accept responsibility for assigned tasks.

Ability to organize details logically and perform several tasks simultaneously under stress.

Ability to maintain an effective and professional working relationship with co-workers,

supervisors, other county employees, citizens of varied racial and economic backgrounds, and other agency personnel.

Ability to work in a secure environment with protective measures.

**EDUCATION AND EXPERIENCE**

High school diploma, or G.E.D, and five years of experience working in either the Corrections/Communications, and/or Patrol divisions (two years of which must be in a supervisory or lead worker role), or an equivalent combination of education and experience that provides the knowledge, skills, and abilities to perform the essential functions of the position.

**LICENSES/CERTIFICATES**

~~Successful completion and certification, as per the Washington State Criminal Justice Training Academy Division Commission, for Corrections Officers Academy, and Communications and Telecommunicator.~~

~~Basic Law Enforcement certification may be required.~~

~~Successful completion of Jail Management Course through the Washington State Criminal Justice Training Academy required within six (6) months of employment.~~

~~Supervisory courses offered through the Criminal Justice Training Commission.~~

~~Successful completion of First Level Supervision through the Washington State Criminal Justice Training Commission required within six months of employment and 40 hours of leadership electives within one year from Career Level Certification application date.~~

~~Successful completion of 21<sup>st</sup> Century Police Leadership (formerly known as Middle Management) through the Washington State Criminal Justice Training Commission required within six months of employment and 40 hours of leadership electives within one year from Career Level Certification application date.~~

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Ability to obtain additional licenses and/or certifications as required by the position.

**WORKING CONDITIONS**

Work is performed approximately 70% in an office environment and the remainder of the time is split between Corrections, Communications, and outside assignments. On-call status may be required for emergency situations.

**PHYSICAL REQUIREMENTS**

The duties of the above position requires sitting for extended periods of time and the use of a computer for extended periods of time. Walking, stooping, bending, reaching, pulling, twisting, and the ability to lift up to 25 pounds are required. Requires finger dexterity, sense of touch, gripping with fingers and hands; ability to see, hear voice conversation, and to speak.

~~Based on the fact that this classification may be required to perform Deputy Sheriff duties, the incumbent must be capable of meeting the working conditions and physical requirements of the Deputy Sheriff classification.~~

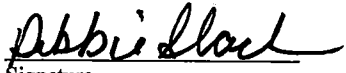
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The statements contained herein reflect general details as necessary to describe the essential functions of this job, the level of knowledge and skills typically required, and the scope of responsibility, but should not be considered an all-inclusive 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 work load.

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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## COMMISSIONER'S AGENDA ITEM COMMENTARY

<b><u>SUBMITTED BY</u></b>	<u>Commissioners</u> Department	 Signature
<b><u>AGENDA DATE</u></b>	<u>January 18, 2023</u>	
<b><u>SUBJECT</u></b>	<u>Professional Services Contract – Skamania County Economic Development Council</u>	
<b><u>ACTION REQUESTED</u></b>	<u>Approve Renewal of Contract</u>	

### **SUMMARY/BACKGROUND**

Skamania County works with the Skamania County Economic Development Council to promote and support economic development with Skamania County. Services include various administrative and coordination functions as well as business outreach and networking.

### **FISCAL IMPACT**

Current contract is \$71,475 annually, paid monthly upon receipt of invoice utilizing .09/Distressed County funds.

### **RECOMMENDATION**

Approve renewal of contract as attached.

### **LIST ATTACHMENTS**

Contract Amendment – EDC  
Contract Face Sheet

## COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS

1. Contract Number      EDC 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: To promote and support economic development with Skamania County. Services include various administrative and coordination functions as well as business outreach and networking.

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

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:      \$71,475  
Amount Not Budgeted in Current Year      \$ -0-      Source: 3010.000.\* (.09 Funds)  
Total Non-County Funds Committed:      \$ -0-      Source: \_\_\_\_\_  
Total County Funds Committed:      \$71,475  
TOTAL FUNDS COMMITTED:      \$71,475

8. County Contact Person:      Name: Heidi Penner      penner@co.skamania.wa.us  
Title: Financial Management Administrator



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 **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 \$71,475 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	\$ 5,956.25	February	\$ 5,956.25
March	\$ 5,956.25	April	\$ 5,956.25
May	\$ 5,956.25	June	\$ 5,956.25
July	\$ 5,956.25	August	\$ 5,956.25
September	\$ 5,956.25	October	\$ 5,956.25
November	\$ 5,956.25	December	\$ 5,956.25

- 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 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 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: 7 September, 2022.

SKAMANIA COUNTY  
BOARD OF COMMISSIONERS

SKAMANIA ECONOMIC  
DEVELOPMENT COUNCIL

\_\_\_\_\_  
Chairman

[Signature]

\_\_\_\_\_  
Commissioner

9/1/22  
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



**SKAMANIA COUNTY**  
**PO Box 436 – Stevenson, WA 98648 - 509-427-5110**

September 1, 2022

Skamania County Commissioners  
The Honorable Tom Lannen, Chair  
The Honorable Bob Hamlin  
The Honorable Richard Maher  
P.O. Box 790  
Stevenson, WA 98648

**RE: 2023 Budget Request and Scope of Work**

Dear Commissioners,

Attached is a proposed Scope of Work for Skamania Economic Development Council's (SEDC) 2023 Contract for Economic Development services. The total request for economic development services for 2023 is \$141,475.00. This sum includes \$10,000 for the SBDC position, \$60,000.00 for hiring CFM Advocates on behalf of the County, and \$71,475.00 which is \$7.50 per capita for the unincorporated areas of Skamania County (the current 2022 estimated unincorporated population is 9,530).

I have also included our 2023 Proposed Scope of Work as Attachment "A" for your review.

The Skamania Economic Development Council looks forward to its continued partnership with the County in furthering economic development in the coming years.

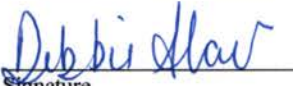
Sincerely,

Kevin Waters  
Executive Director, EDC

Cc: SEDC Board of Directors

Attachment

**COMMISSIONER'S AGENDA ITEM COMMENTARY**

<b><u>SUBMITTED BY</u></b>	<u>Commissioners</u> Department	 Signature
<b><u>AGENDA DATE</u></b>	<u>January 18, 2023</u>	
<b><u>SUBJECT</u></b>	<u>Service Contract with Skamania County Economic Development Council for Small Business Development Center (SBDC) Contracted Position</u>	
<b><u>ACTION REQUESTED</u></b>	<u>Approve Contract</u>	

**SUMMARY/BACKGROUND**

Economic development services will be performed by Skamania County EDC for a Small Business Development Center (SBDC) contracted position that is partially funded by the County.

**FISCAL IMPACT**

The contract for 2023 will be for a total of \$10,000, paid in the amount of \$833.33 per month for 11 months and \$833.37 for 1 month.

**RECOMMENDATION**

Approve 2023 contract

**LIST ATTACHMENTS**

Contract  
Contract Face Sheet  
Agenda Commentary  
Attachment A





**SKAMANIA COUNTY –EDC/SBDC**  
**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 \$10,000 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	\$833.33	February	\$833.33
March	\$833.33	April	\$833.33
May	\$833.33	June	\$833.33
July	\$833.33	August	\$833.33
September	\$833.33	October	\$833.33
November	\$833.33	December	\$833.33

- 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**

\_\_\_\_\_  
**Commissioner**

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

**APPROVED AS TO FORM ONLY:**

**ATTEST:**

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

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

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

The Skamania Economic Development Council (SEDC) will perform the following economic development services to Skamania County (County) during the 2022 contract period:

1. Provide business retention, expansion and recruitment activities that contribute to the diversification of the County’s economy.
2. Assist the Port of Skamania County in marketing current Port and County properties to potential tenants. Assist the Port in financial packaging for new facilities development for expansion and attracting potential business tenants. This includes providing grant writing assistance for infrastructure development at the Wind River Business Park (WRBP) as well as providing business development assistance to companies locating at the WRBP.
3. Provide business assistance to existing and potential business clients in Skamania County with a variety of business needs (i.e., business lending, resource materials, and one-on-one counseling, business plan development, marketing, and financial packaging through SBDC and SCORE).
4. Provide training opportunities for local businesses through workshops and state sponsored training programs.
5. Administer the EDC’s micro revolving loan fund programs.
6. Administer the Washington Scenic Area Economic Development Investment Fund through contract with the Washington State Department of Commerce. This includes administration of all public infrastructure loans and private business loans.
7. Network with other EDC’s statewide through the Washington Economic Development Association (WEDA) to support legislation that provides for economic development in rural Washington counties, funding programs and other legislation associated with economic development activities.
8. Assist Skamania County and other local jurisdictions (cities, port, PUD, etc.) with project development including project scoping, grant writing, and funding research including coordination with local, state, and federal funding agencies.
9. Provide requested Skamania County data to state and federal agencies on an ongoing basis and keep abreast of programs and/or funds that can provide assistance to Skamania County entrepreneurs or business owners.

10. Coordinate and facilitate quarterly Community Action Team meetings. Develop and distribute the Community Strategic Plan.
11. Assist in development of the County's Community Economic Diversification Strategy (CEDSD) to be submitted to MCEDD for qualification for EDA funding for county projects.
12. Continue to work closely with legislators on issues involving development opportunities in Skamania County. Coordinate legislative round table discussions for local jurisdictions.
13. Maintain, develop and/or update loan information on EDC programs through the EDC's website and through personal meetings with EDC staff.
14. Work with WSU extension staff to promote, coordinate and market programs that relate to economic development (i.e., satellite workshops, business training, etc.)
15. Continue to work with the state, Port of Skamania County, PUD, MCEDD and local service providers to move broadband development forward through grant writing and project development.
16. Maintain and promote our local SBDC Position for Skamania and Klickitat County.
17. Develop and maintain a working plan with CFM Advocates for Skamania County priorities and projects.

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Board of County Commissioners




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Economic Development Council

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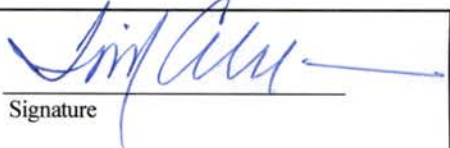
Board of County Commissioners

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Board of County Commissioners



## COMMISSIONER'S AGENDA ITEM COMMENTARY

<b><u>SUBMITTED BY</u></b>	Public Works	
	Department	Signature
<b><u>AGENDA DATE</u></b>	January 18, 2023	
<b><u>SUBJECT</u></b>	Notice of Intent to Vacate a portion of Viewpoint Road	
<b><u>ACTION REQUESTED</u></b>	Approve Resolution indicating intent to vacate a portion of Viewpoint Road and direct the county engineer to report on such vacation per RCW 36.87	

### **SUMMARY/BACKGROUND**

The Revised Code of Washington 36.87 states the majority of the owners that front a county road may petition the county legislative authority to vacate and abandon the road or any portion thereof.

Property owners fronting an unopened right of way known as Viewpoint Road in Home Valley have made such petition. Per RCW 36.87, when a road or any part thereof is considered useless, the board by resolution entered upon its minutes, may declare its intention to vacate and abandon the same or any portion thereof and shall direct the county road engineer to report upon such vacation and abandonment.

### **FISCAL IMPACT**

The cost of creating the engineer's report.

### **RECOMMENDATION**

Approve Resolution 2023-04 notifying the intent to vacate a portion of Viewpoint Road and direct the county engineer to develop an engineering report as to his or her opinion as to whether the county road should be vacated and abandoned, whether the same is in use or has been in use, the condition of the road, whether it will be advisable to preserve it for the county road system in the future, whether the public will be benefitted by the vacation and abandonment, and all other facts, matters, and things which will be of importance to the board, and also file his or her cost bill.

### **LIST ATTACHMENTS**

Resolution  
Petition  
Exhibit

**RESOLUTION NO. 2023 – 04**

(Intent to Vacate Viewpoint Road from approximate mileposts 0.22 to 0.29)

**WHEREAS**, in accordance with RCW 36.87.010 “When a county road or any part thereof is considered useless, the board by resolution entered upon its minutes, may declare its intention to vacate and abandon the same or any portion thereof and shall direct the county road engineer to report upon such vacation and abandonment.”; and

**WHEREAS**, all property owners fronting an unopened right of way known as Viewpoint Road in Home Valley have presented a petition to the office of the County Engineer for the vacation and abandonment of Viewpoint Road from approximate mileposts 0.22 to 0.29; and

**WHEREAS**, the Skamania County Board of Commissioners considers that a county right of way known as Viewpoint Road between Mile Post 0.22 and Mile Post 0.29 may be useless to the county road system;

**NOW, THEREFORE, BE IT RESOLVED** that the Skamania County Board of Commissioners hereby declares its intent to vacate and abandon Viewpoint Road from Mile Post 0.22 to Mile Post 0.29 and directs the county road engineer to report upon such vacation and abandonment and report the engineer’s findings to the Board as required by RCW 36.87.040.

**PASSED IN REGULAR SESSION** this 18<sup>th</sup> day of January, 2023

**BOARD OF COUNTY COMMISSIONERS  
SKAMANIA COUNTY, WASHINGTON**

**ATTEST:**

\_\_\_\_\_  
**Chair**

\_\_\_\_\_  
**Commissioner**

\_\_\_\_\_  
**Commissioner**

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

**For** \_\_\_\_\_  
**Against** \_\_\_\_\_  
**Abstain** \_\_\_\_\_  
**Absent** \_\_\_\_\_

**APPROVED AS TO FORM ONLY:**

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

# Petition for Road Vacation

Wayne and Jennifer Harner  
172 Wind Mountain Road  
Stevenson WA 98648

August 2, 2022

Skamania County

Tim Elsea. PE.


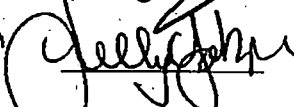
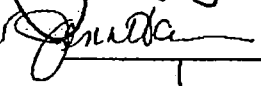
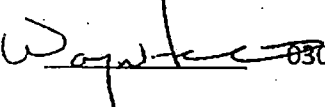
Public Works Director/County Engineer

170 NW Vancouver Ave

Stevenson, WA 98648

We the undersigned request that Skamania County vacate the remaining portion of the existing county right-of-way known as "Viewpoint Rd" (identified within the red-outline below areial) from the approxamate mile psots, beginning at mile post 0.22 and ending at mile post 0.29.

This potition is singed by all available adjacent property owners that could be affected by this vacation.

<u>Printed Name:</u>	<u>Signature:</u>	<u>Parcel Number:</u>	<u>Agree to Vacation:</u>	<u>Do not Agree to Vacation:</u>	<u>Date:</u>
United States of America	N/A (*)	03083500110000	(*)	(*)	08/02/22
Bruce Kotzian		03083500020000	X	_____	08/03/22
Kelly Kotzian		03083500020000	X	_____	8/3/22
Jennifer Harner		03083500090000	X	_____	8/5/22
Wayne Harner		03083500090000	X	_____	8/5/22

(\*) Indicated that the United States of America was unavalabel to sign.



Please note that 03083500110000/United States of America has full access to their parcel(s) via Washington State Highway 14.

Thank you

Wayne Harner