

SKAMANIA COUNTY BOARD OF COMMISSIONERS
240 NW Vancouver Ave.
Stevenson, WA 98648
Agenda for February 14, 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 When a holiday falls on Monday, the regular meeting is held on Wednesday of that week.

Tuesday, February 14, 2023

9:00 AM Staff Reports

9:30 AM Call to Order
 Pledge of Allegiance
 Public Comment (3 minutes)
 Written Public Comment submitted by Mitch Patton regarding Canyon Creek Landfill

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. Appointment of Tracy Wycoff as the Criminal Representative to the Homeless Housing Council.
2. Contract Renewal with BTG Holding Group, Inc dba Infrastructure Software Services
3. Contract Amendment #1 with WA State Health Care Authority for reimbursement
4. Contract Amendment #10 with Department of Health for Fiscal period 2022-2024
5. Letter of resignation for Leana Kinley from Skamania County Homeless Housing Council
6. Appointment of David Wyatt as a Government Representative to the Homeless Housing Council
7. Appointment of Asa Leckie as the Government Representative to the Homeless Housing Council
8. Ratify LATCF Fund Award Terms
9. Ratify ARPA Recovery Funds Award Terms
10. Interagency agreement with Washington State Department of Agriculture to control tree of heaven in Skamania County
11. Re-appoint Ken Bajema to the position of District Four, and Larry Wilson to the position of District Five on the Noxious Weed Control Board

 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 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

- 12. Acknowledge receipt of a letter from the City of North Bonneville re-appointing Tom Jermann to the Mosquito Control Board as the City’s representative.
- 13. 2023 Road Levy Certification
- 14. Contract renewal with Day Wireless Systems to provide communication system maintenance.
- 15. Resolution 2023-09, Increasing Elections Revolving Fund Balance, Amending Resolution No. 2022-07
- 16. Resolution 2023-12, Invitation to Bidders for Courthouse Replumbing of Potable Water Project
- 17. Request from Sheriff’s Office to surplus outdated/ non-essential equipment in accordance with Skamania County Code 2.56
- 18. Contract with Hanson Drilling to drill a well on the Skamania County Fairgrounds

Voucher Approval

Contract with HR Answers Inc. to purchase 2023 Advantage Plan Agreement for personnel resources

Meeting Updates

- 10:00 AM Department Head Reports
- Lunch
- 1:30 PM Board of Health
- 5:30 PM Public hearing to take public comment and consider Resolution 2023-06, Supplemental Budget #1 for 2023 Budget
- Adjourn

 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 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


Lisa Sackos

From: Mitch Patton [REDACTED]
Sent: Monday, February 06, 2023 1:54 PM
To: Commissioners
Cc: kelly.moyer@camaspostrecord.com; scpioneernews; Matthew Buitron - RIVER TALK WEEKLY
Subject: public comment next week
Attachments: one great read on canyon creek landfill 2023.pdf

Can anyone from the BOCC or public works department let me know what your plan is to mitigate this mess ? We also have concerns about the well or water source at this site. I have asked many times through a PRR about a well or water source at this site and whether it is potable water or not . yet 4 years later nothing from the county . I don't find this to be a very open government. if you only give answers that make you look good or chime in like Tom lanen did a few weeks ago when he saw an answer that fit his agenda but won't answer any of my emails for well over 4 years now I don't get it . This landfill is leaching toxins off site through surface and groundwater both and we need to stop kicking the can down the road and take action now . Since one of the papers did a story on forever chemicals in our water supply, let's hope they may do a follow up on this old landfill as it was established back in the 50s. and is still unmonitored today. It must fall under the forever chemical source is my guess but a good reporter could do a way better job then I could do on finding the facts about this site and what skamania county's plan is for mitigation. Thanks for your time and have a great day..

-
Mitch Patton [REDACTED]

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	Community Health Department	Signature 
<u>AGENDA DATE</u>	BOCC, 02/14/2023	
<u>SUBJECT</u>	Skamania County Homeless Housing Council Advisory Board	
<u>ACTION REQUESTED</u>	Approval/Signature	

SUMMARY/BACKGROUND

The one (1) attached letter has been submitted by the Homeless Housing Council requesting that Tracy Wyckoff be appointed to the Board as a Criminal representative. Serving on the Board for a (2) two-year term as set forth in Resolution 2007-13.

FISCAL IMPACT

None

RECOMMENDATION

Sign

LIST ATTACHMENTS

Agenda Commentary
Letter of Request for appointment from:

Tracy Wyckoff

Date: 01/25/2023

Board of Commissioners
PO Box 790
Stevenson, WA 98648

Dear Commissioners:

I would like to serve on the Skamania County Homeless Housing Council because:

Homelessness does effect the entire community and is concerning to our citizens.

As law enforcement we need to work with the county and cities to streamline the effects, and as well help those in need.

For this reason, I request that my term be extended for another (2) two years.

For this reason, I would like to be appointed to serve on the Homeless Housing Council.

While serving in this position, I am representing Skamania County Sheriff's Office
(Mental Health, Substance Abuse, Government Agency, etc), which enables me to contribute to crucial discussions regarding how housing issues are addressed in Skamania County. I feel that my opinions are/will be considered and that the time I spend with the board is valued.

Thank you for the opportunity to make a difference. Please consider my membership with the Skamania County Homeless Housing Council.

Sincerely,

Name: Tracy D Wyckoff

Address: [REDACTED]

Stevenson, WA

98648

Phone: [REDACTED]

Email: tracyw@co.skamania.wa.us

Dated this _____ day of _____ 2023.

ATTEST:

**BOARD OF COMMISSIONERS
SKAMANIA COUNTY, WASHINGTON**

T.W. Lannen, Chairman


Richard Mahar, Commissioner

Lisa Sackos, Clerk of the Board

Asa Leckie, Commissioner

Aye _____
Nay _____
Abstain _____
Absent _____

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	Community Health Department	Signature 
<u>AGENDA DATE</u>	Board of Commissioners 02/14/2023	
<u>SUBJECT</u>	BTG Holding Group, Inc dba Infrastructure Software Services	
<u>ACTION REQUESTED</u>	Signature	

SUMMARY/BACKGROUND

Renew professional services contract to provide software support for Community Health fiscal and timesheet databases.

FISCAL IMPACT

Not to exceed \$5,000

Expenditure Contract

RECOMMENDATION

Sign

LIST ATTACHMENTS

- Face Sheet
- Work for Hire Agreement

WORK FOR HIRE MAINTENANCE AGREEMENT

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

1. **DESCRIPTION OF SERVICES.** Beginning on January 1st, 2023, Infrastructure will provide the following services (collectively, the "Services") as requested by Client:
 - a. Tier one product support for Voucher/Transmittal Database up to 3 hours per month
 - b. Additional customization and development services as requested by client, not to exceed \$5000/year
2. Services will be performed remotely. Upon termination of the above services client agrees to discontinue use of the HAP Database system and destroy all copies of the HAP Database application. Client retains the right to retain copies of the input and output data files processed by the system as well as an export of all system data.
3. **PAYMENT FOR SERVICES.** Client will pay compensation to Infrastructure according to the following schedule:
 - a. Tier one support of \$172.50/month
 - b. Additional developer services/support at \$225/hour, additional Tier One support at \$57.50/hour

This compensation shall be payable within (30) thirty days of the date of invoice, delinquent thereafter and subject to a 1% per month (12% APR) finance charge or \$5 per month, whichever is greater. Tier One costs to be prepaid in 12-month increments, balance refundable on cancellation with 30 days' notice. Rates and terms of service are subject to change with notice by Infrastructure. It is the duty of the client to verify rates and terms prior to engagement of service.
4. **RELATIONSHIP OF PARTIES.** It is understood by the parties that Contractor is an independent contractor with respect to Customer, and not an employee of Customer. Customer will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Contractor, nor will Contractor be reimbursed for expenses. As an independent contractor, Contractor will control the means of accomplishing the Services.
5. **WORK PRODUCT OWNERSHIP.** Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively, the "Work Product") developed in whole or in part by Contractor in connection with the Services shall be the exclusive property of Contractor. However, Customer will retain a complete and irrevocable license for the use, modification, or improvement of the Work Product without restriction. Neither party will be entitled to royalties or other compensations for future use of the Work Product, components, nor derivative works by the other party.

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

Customer: Skamania County Community Health

By:

Chair of the Board

Contractor:

Infrastructure Software Services

By:

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

<u>SUBMITTED BY</u>	Community Health Department	Signature 
<u>AGENDA DATE</u>	Board of Health, 02/14/2023	
<u>SUBJECT</u>	Health Care Authority-Medicaid Administrative Claiming	
<u>ACTION REQUESTED</u>	Signature	

SUMMARY/BACKGROUND

Amends contract for Skamania County to receive reimbursement of certain public health Medicaid related outreach and linkage activity costs through Medicaid Administrative Claiming funds.

FISCAL IMPACT

THIS IS A **REVENUE** CONTRACT


Reimbursement of expenses

RECOMMENDATION

Sign

LIST ATTACHMENTS

Face Sheet
Contract

	CONTRACT AMENDMENT	HCA Contract No.: K4658 Amendment No.: 01
THIS AMENDMENT TO THE CONTRACT is between the Washington State Health Care Authority and the party whose name appears below, and is effective as of the date set forth below.		
CONTRACTOR NAME Skamania County Community Health	CONTRACTOR doing business as (DBA)	
CONTRACTOR ADDRESS PO Box 790 Stevenson, WA 98648-0790	WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI)	

WHEREAS, HCA and Contractor previously entered into a Contract to support Medicaid related outreach and linkage activities performed by Local Health Jurisdictions to certain Washington State Residents, and;

WHEREAS, HCA and Contractor wish to amend the Contract pursuant to Section 7 to extend the term and add/remove language;

NOW THEREFORE, the parties agree the Contract is amended as follows:

1. Section 3, Period of Performance, is amended to read:

3. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Contract will commence on January 1, 2021, and be completed on December 31, 2025, unless terminated sooner or extended upon written agreement between the parties.

This Contract may be extended through December 31, 2026, at HCA's sole discretion. No change in terms and conditions will be permitted during these extensions unless specifically agreed to in writing.


2. Attachment 4, Federal Funding Accountability and Transparency Act Data Collection Form, is removed from the Contract.
3. Subsection 18.8 is removed from Section 18, Governance, and all remaining subsections within that Section are renumbered accordingly.
4. Section 26, Federal Funding Accountability & Transparency Act (FFATA), is removed from the Contract and all subsequent sections are renumbered accordingly.
5. This Amendment will be effective as of the last date of signature shown below ("Effective Date").
6. All capitalized terms not otherwise defined herein have the meaning ascribed to them in the Contract.

7. All other terms and conditions of the Contract remain unchanged and in full force and effect.

The parties signing below warrant that they have read and understand this Amendment and have authority to execute the Amendment. This Amendment will be binding on HCA only upon signature by both parties.

CONTRACTOR SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED
HCA SIGNATURE <small>DocuSigned by:</small> <i>Rachelle Amerine</i>	PRINTED NAME AND TITLE Rachelle Amerine Contracts Administrator	DATE SIGNED 11/11/2022

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	Community Health Department	Signature 
<u>AGENDA DATE</u>	BOH 2/14/2023	
<u>SUBJECT</u>	Dept of Health Consolidated Contract 2022-2024 Amendment 10	
<u>ACTION REQUESTED</u>	BOH Signature	

SUMMARY/BACKGROUND

Amends Department of Health (DOH) Consolidated Contract for Fiscal Period 2022-2024 by the following:

Amends statements of Work for Office of Immunization COVID-19 Vaccine, WIC Nutrition & Sexual & Reproductive Health Programs

FISCAL IMPACT

\$6,881

REVENUE CONTRACT

RECOMMENDATION

Sign Contract

LIST ATTACHMENTS

- Face Sheet
- Amendment #10
- Exhibit A: Statements of Work
- Exhibit B: Allocations

COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS

1. Contract Number CLH31026

2. Contract Status: (Check appropriate box) Original Renewal Amendment #10

3. Contractor Information:

Contractor:

**Department of Health
Office of Contracts & Procurement**

Contact Person:

Brenda Henrikson

Title:

Contracts Specialist

Address:

PO Box 47905

Address:

Olympia WA 98504-7905

Phone:

360-236-3933

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

Amends statements of Work for Office of Immunization COVID-19 Vaccine, WIC Nutrition & Sexual & Reproductive Health Programs

5. Term of Contract: **From: January 1, 2022 To: December 31, 2024**

6. Contract Award Process: (Check appropriate box)

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

Exempt (Purchase is \$2,500 or less upon order of the Board of Commissioners)

Informal Bid Process (Formal Quotes between \$2,500 and \$25,000)

Formal Sealed Bid Process (Purchase is over \$25,000)

Other Exempt (explain and provide RCW) 39.29

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

Small Works Roster (PW projects up to \$200,000)

Exempt (PW projects less than \$10,000 upon order of the Board of Commissioners)

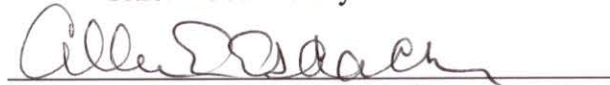
7. Original Contract Amount: \$ 0 Source: State DOH Consolidated Contract
Contract Amendment #1-9 \$2,776,797
Contract Amendment #9 \$ 6,881
Total County Funds Committed: \$ 0
TOTAL FUNDS COMMITTED: \$2,783,678

8. County Contact Person:

Name: Allen Esaacson

Title: Community Health Data & Finance Manager

9. Department Approval:


Department Head or Elected Official Signature

10. Special Comments:

Sign the Contract (page 1). Email a signed copy of the signature page to brenda.henrikson@doh.wa.gov DOH will return one fully signed original.

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 COMMUNITY HEALTH DEPARTMENT
2022-2024 CONSOLIDATED CONTRACT**

CONTRACT NUMBER: CLH31026

AMENDMENT NUMBER: 10

PURPOSE OF CHANGE: To amend this contract between the DEPARTMENT OF HEALTH hereinafter referred to as "DOH", and SKAMANIA COUNTY COMMUNITY HEALTH DEPARTMENT, a Local Health Jurisdiction, hereinafter referred to as "LHJ", pursuant to the Modifications/Waivers clause, and to make necessary changes within the scope of this contract and any subsequent amendments thereto.

IT IS MUTUALLY AGREED: That the contract is hereby amended as follows:

1. Exhibit A Statements of Work, includes the following statements of work, which are incorporated by this reference and located on the DOH Finance SharePoint site in the Upload Center at the following URL:
<https://stateofwa.sharepoint.com/sites/doh-ofsfundingresources/sitepages/home.aspx?e1:9a94688da2d94d3ea80ac7fbc32e4d7c>
 - Adds Statements of Work for the following programs:
 - Amends Statements of Work for the following programs:
Office of Immunization COVID-19 Vaccine - Effective January 1, 2022
Sexual & Reproductive Health Program - Effective January 1, 2022
WIC Nutrition Program - Effective January 1, 2022
 - Deletes Statements of Work for the following programs:

2. Exhibit B-10 Allocations, attached and incorporated by this reference, amends and replaces Exhibit B-9 Allocations as follows:
 - Increase of **\$6,881** for a revised maximum consideration of **\$2,783,678**.
 - Decrease of _____ for a revised maximum consideration of _____.
 - No change in the maximum consideration of _____.
Exhibit B Allocations are attached only for informational purposes.

Unless designated otherwise herein, the effective date of this amendment is the date of execution.

ALL OTHER TERMS AND CONDITIONS of the original contract and any subsequent amendments remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has affixed his/her signature in execution thereof.

SKAMANIA COUNTY COMMUNITY HEALTH DEPARTMENT	STATE OF WASHINGTON DEPARTMENT OF HEALTH
Signature:	Signature:
Date:	Date:

APPROVED AS TO FORM ONLY
Assistant Attorney General

Indirect Rate January 1, 2022 through December 31, 2023: 12%

Chart of Accounts Program Title	Federal Award Identification #	Amend #	Assist List #*	BARS Revenue Code**	Statement of Work LHJ Funding Period		DOH Use Only Chart of Accounts Funding Period		Amount	Funding Period SubTotal	Chart of Accounts Total
					Start Date	End Date	Start Date	End Date			
FFY24 USDA WIC Client Svs Contracts	NGA Not Received	Amd 10	10.557	333.10.55	10/01/23	12/31/23	10/01/23	12/31/23	\$7,875	\$7,875	\$77,004
FFY23 USDA WIC Client Svs Contracts	NGA Not Received	Amd 10	10.557	333.10.55	10/01/22	09/30/23	10/01/22	09/30/23	\$23,625	\$31,925	
FFY23 USDA WIC Client Svs Contracts	NGA Not Received	Amd 1	10.557	333.10.55	10/01/22	09/30/23	10/01/22	09/30/23	\$8,300		
FFY22 USDA WIC Client Svs Contracts	7WA700WA7	Amd 4	10.557	333.10.55	01/01/22	09/30/22	10/01/21	09/30/22	\$10,204	\$37,204	
FFY22 USDA WIC Client Svs Contracts	7WA700WA7	Amd 1	10.557	333.10.55	01/01/22	09/30/22	10/01/21	09/30/22	\$27,000		
FFY23 USDA WIC Prog Mgmt CSS	NGA Not Received	Amd 10	10.557	333.10.57	01/01/23	09/30/23	10/01/22	09/30/23	\$2,000	\$2,000	\$2,000
FFY22 USDA FMNP Prog Mgmt	7WA810WA7	Amd 4	10.572	333.10.57	05/01/22	09/30/22	10/01/21	09/30/22	\$160	\$160	\$160
FFY22 PHEP BP4 LHJ Funding	NU90TP922043	Amd 7	93.069	333.93.06	07/01/22	06/30/23	07/01/22	06/30/23	\$19,894	\$19,894	\$36,227
FFY21 PHEP BP3 LHJ Funding	NU90TP922043	Amd 4	93.069	333.93.06	01/01/22	06/30/22	07/01/21	06/30/22	\$8,375	\$16,333	
FFY21 PHEP BP3 LHJ Funding	NU90TP922043	Amd 2	93.069	333.93.06	01/01/22	06/30/22	07/01/21	06/30/22	\$7,958		
FFY22 Tele Health Expansion Rep Choice	NGA Not Received	Amd 10	93.217	333.93.21	05/15/22	05/31/23	05/15/22	05/31/23	(\$40,000)	\$0	\$0
FFY22 Tele Health Expansion Rep Choice	NGA Not Received	Amd 9	93.217	333.93.21	05/15/22	05/31/23	05/15/22	05/31/23	\$40,000		
FFY22 Title X Dire Needs	FPHPA006495	Amd 2	93.217	333.93.21	01/14/22	03/31/22	01/14/22	03/31/22	\$1,222	\$1,222	\$1,222
FFY22 Title X Family Planning	FPHPA006560	Amd 5	93.217	333.93.21	04/01/22	03/31/23	04/01/22	03/31/23	\$11,912	\$11,912	\$11,912
COVID19 Vaccines	NH23IP922619	Amd 4	93.268	333.93.26	01/01/22	06/30/24	07/01/20	06/30/24	\$345,228	\$345,228	\$345,228
COVID19 Vaccines R4	NH23IP922619	Amd 1	93.268	333.93.26	01/01/22	06/30/24	07/01/20	06/30/24	\$359,803	\$359,803	\$359,803
FFY19 ELC COVID Ed LHJ Allocation	NU50CK000515	Amd 2	93.323	333.93.32	01/01/22	10/18/22	05/19/20	10/18/22	\$45,049	\$45,049	\$45,049
FFY20 ELC EDE LHJ Allocation	NU50CK000515	Amd 2, 9	93.323	333.93.32	01/01/22	07/31/23	01/15/21	07/31/24	\$400,589	\$400,589	\$400,589
FFY23 MCHBG LHJ Contracts	NGA Not Received	Amd 7	93.994	333.93.99	10/01/22	09/30/23	10/01/22	09/30/23	\$29,551	\$29,551	\$58,809
FFY22 MCHBG LHJ Contracts	B04MC45251	Amd 4	93.994	333.93.99	01/01/22	09/30/22	10/01/21	09/30/22	\$7,095	\$29,258	
FFY22 MCHBG LHJ Contracts	B04MC45251	Amd 1	93.994	333.93.99	01/01/22	09/30/22	10/01/21	09/30/22	\$22,163		
SFY23 Sexual & Rep Hlth Cost Share		Amd 10	N/A	334.04.91	07/01/22	06/30/23	07/01/22	06/30/23	\$13,381	\$26,695	\$40,075
SFY23 Sexual & Rep Hlth Cost Share		Amd 7, 10	N/A	334.04.91	07/01/22	06/30/23	07/01/22	06/30/23	\$13,314		
SFY22 Sexual & Rep Hlth Cost Share		Amd 5	N/A	334.04.91	01/01/22	06/30/22	07/01/21	06/30/22	\$588	\$13,380	
SFY22 Sexual & Rep Hlth Cost Share		Amd 1	N/A	334.04.91	01/01/22	06/30/22	07/01/21	06/30/22	\$12,792		
FPHS-LHJ-Proviso (YR2)		Amd 6	N/A	336.04.25	07/01/22	06/30/23	07/01/21	06/30/23	\$906,000	\$906,000	\$1,399,000
FPHS-LHJ-Proviso (YR2)		Amd 7	N/A	336.04.25	07/01/22	06/30/23	07/01/21	06/30/23	(\$493,000)	\$0	
FPHS-LHJ-Proviso (YR2)		Amd 1	N/A	336.04.25	07/01/22	06/30/23	07/01/21	06/30/23	\$493,000		
FPHS-LHJ-Proviso (YR1)		Amd 1	N/A	336.04.25	01/01/22	06/30/22	07/01/21	06/30/23	\$493,000	\$493,000	

Indirect Rate January 1, 2022 through December 31, 2023: 12%

Chart of Accounts Program Title	Federal Award Identification #	Amend #	Assist List #*	BARS Revenue Code**	DOH Use Only				Amount	Funding Period SubTotal	Chart of Accounts Total
					Statement of Work LHM Funding Period		Chart of Accounts Funding Period				
					Start Date	End Date	Start Date	End Date			
YR24 SRF - Local Asst (15%) (FO-SW) SS		Amd 1	N/A	346.26.64	01/01/22	12/31/22	07/01/21	06/30/23	\$2,800	\$2,800	\$2,800
Sanitary Survey Fees (FO-SW) SS-State		Amd 1	N/A	346.26.65	01/01/22	12/31/22	07/01/21	06/30/23	\$2,800	\$2,800	\$2,800
YR24 SRF - Local Asst (15%) (FO-SW) TA		Amd 1	N/A	346.26.66	01/01/22	12/31/22	07/01/21	06/30/23	\$1,000	\$1,000	\$1,000
TOTAL									\$2,783,678	\$2,783,678	
Total consideration:	\$2,776,797									GRAND TOTAL	\$2,783,678
	\$6,881									Total Fed	\$1,338,003
GRAND TOTAL	\$2,783,678									Total State	\$1,445,675

*Catalog of Federal Domestic Assistance

**Federal revenue codes begin with "333". State revenue codes begin with "334".

**Exhibit A
Statement of Work
Contract Term: 2022-2024**

DOH Program Name or Title: Office of Immunization COVID-19 Vaccine - Effective January 1, 2022

Local Health Jurisdiction Name: Skamania County Community Health Department
Contract Number: CLH31026

SOW Type: Revision **Revision # (for this SOW)** 4

Period of Performance: January 1, 2022 through June 30, 2024

Funding Source <input checked="" type="checkbox"/> Federal Subrecipient <input type="checkbox"/> State <input type="checkbox"/> Other	Federal Compliance (check if applicable) <input checked="" type="checkbox"/> FFATA (Transparency Act) <input type="checkbox"/> Research & Development	Type of Payment <input checked="" type="checkbox"/> Reimbursement <input type="checkbox"/> Fixed Price
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Statement of Work Purpose: The purpose of this statement of work (SOW) is to provide funding to conduct COVID-19 vaccine activities.

Revision Purpose: The purpose of this revision is to modify activities, deliverables, and deliverable due dates.

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Funding Period		Current Allocation	Allocation Change None	Total Allocation
				Start Date	End Date			
COVID19 Vaccines.R4	74310230	93.268	333.93.26	01/01/22	06/30/24	359,803	0	359,803
COVID 19 Vaccines	74310229	93.268	333.93.26	01/01/22	06/30/24	345,228	0	345,228
						0	0	0
						0	0	0
						0	0	0
						0	0	0
TOTALS						705,031	0	705,031

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
The purpose of this statement of work is to identify activities and provide funding to support COVID vaccine response outreach, education, and operations. The activities may include other vaccines recommended for the audience population, as long as COVID vaccine is the primary focus and references to other vaccines are secondary.				
3.A	Identify activity/activities to support COVID vaccine response in your community, using the examples below as a guideline. Example 1: Develop and implement communication strategies with health care providers, community, and/or other partners to help build vaccine confidence broadly and among groups anticipated to receive early vaccination, as well as dispel vaccine misinformation. Document and provide a plan that shows the communication strategies used with health care providers and other partners and the locally identified population anticipated to reach.	Summary of the engagement strategies to be used with health care providers and other partners, and the locally identified population to be reached.	January 31, Annually	Reimbursement for actual costs incurred, not to exceed total funding consideration amount.

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	Example 2: Engage in other vaccination planning activities such as partnership development, provider education, vaccination point of dispensing (POD) planning, tabletop exercises, engagement with communities, leaders, non-traditional provider, or vulnerable populations to develop strategies to ensure equitable access to vaccination services			
3.B	Implement the communication strategies or other activities, working with health care providers and other partners to reach the locally identified population, support providers in vaccination plans, and support equitable access to vaccination services.	<i>Mid-term</i> written report describing activity/activities and progress made to-date and strategies used (template to be provided)	June 30, Annually	Reimbursement for actual costs incurred, not to exceed total funding consideration amount.
3.C	Catalog activities and conduct an evaluation of the strategies used	<i>Final</i> written report, showing the strategies used and the final progress of the reach (template to be provided)	December 31 June 30, annually	Reimbursement for actual costs incurred, not to exceed total funding consideration amount.
3.D	Between January 1, 2022, and December 31, 2022 As needed to meet community needs, perform as a vaccine depot to provide COVID vaccine. Duties include ordering and redistributing of COVID-19 vaccine, assure storage space for minimum order sizes, initiating transfer in the Immunization Information System (IIS), coordinate with providers for physical transport of doses, and maintaining inventory of COVID vaccine by manufacturer.	<ul style="list-style-type: none"> a. Complete a redistribution agreement. b. Report inventory reconciliation page. c. Report lost (expired, spoiled, wasted) vaccine to the IIS. d. Report transfer doses in the IIS and VaccineFinder. e. Monitor and maintain vaccine temperature logs from digital data logger and/or the temperature monitoring system for a minimum of 3 years. 	<ul style="list-style-type: none"> a. Complete by January 31 (if not previously submitted) Submit upon completion b. Reconcile and submit inventory once monthly in the IIS. c. Report lost vaccine within 72 hours in the IIS. d. Update within 24 hours from when transfers occur. e. Download as needed (retain temperature data on site for 3 years) 	Reimbursement for actual costs incurred, not to exceed total funding consideration amount.
3.E	As needed to meet community needs, expand operations to increase vaccine throughput (i.e., providing vaccinations during evenings, overnight, and on weekends). Activities may include vaccine strike teams, mobile vaccine clinics, satellite clinics, temporary, or off-site clinics to travel and provide vaccination services in non-traditional settings, or to supplement the work of local health departments in underserved communities, and may include administration costs for other vaccines co-administered at the events. These activities may be done by the local health department or in collaboration with community partners (see Restrictions on Funds below).	<i>Quarterly</i> reports summarizing quantity, type, and frequency of activities	March December 31, annually June 30, annually	Reimbursement for actual costs incurred, not to exceed total funding consideration amount.

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
3.F	At the LHJ discretion, provide incentives to persons receiving COVID vaccine, adhering to <i>LHJ Guidance for COVID Initiatives Application</i> requirements and allowable/unallowable use of federal funds.	<ul style="list-style-type: none"> a. LHJ Incentive Plan Proposal b. <i>Quarterly</i> report that summarizes quantity of incentives purchased and distributed 	<ul style="list-style-type: none"> a. Prior to implementing b. <i>March 31, Annually</i> June 30, Annually 	Reimbursement for actual costs incurred, not to exceed total funding consideration amount.

DOH Program and Fiscal Contact Information for all ConCon SOWs can be found on the [DOH Finance SharePoint](#) site. Questions related to this SOW, or any other finance-related inquiry, may be sent to finance@doh.wa.gov.

Federal Funding Accountability and Transparency Act (FFATA)

This statement of work is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how the federal funds are spent.

To comply with this act and be eligible to perform the activities in this statement of work, the LHJ must have a Unique Entity Identifier (UEI) generated by SAM.gov.

Information about the LHJ and this statement of work will be made available on [USASpending.gov](#) by DOH as required by P.L. 109-282.

Program Specific Requirements

Restrictions on Funds:

Coverage of co-administration costs for other vaccines administered at vaccination events does NOT apply to the FEMA Mass Vaccination funding. Coverage of co-administration costs only applies to the vaccine funding (COVID19 Vaccine R4, MI 74310230) allocated for Task 3 of the consolidated contract. FEMA Mass Vaccination funding is only available to cover the costs for COVID vaccine administration and cannot be used for co-administration costs of other vaccines.

**Exhibit A
Statement of Work
Contract Term: 2022-2024**

DOH Program Name or Title: Sexual & Reproductive Health Program - Effective January 1, 2022

Local Health Jurisdiction Name: Skamania County Community Health Department
Contract Number: CLH31026

SOW Type: Revision **Revision # (for this SOW)** 5

Period of Performance: January 1, 2022 through December 31, 2024

Funding Source	Federal Compliance (check if applicable)	Type of Payment
<input checked="" type="checkbox"/> Federal Subrecipient	<input checked="" type="checkbox"/> FFATA (Transparency Act)	<input checked="" type="checkbox"/> Reimbursement
<input checked="" type="checkbox"/> State	<input type="checkbox"/> Research & Development	<input type="checkbox"/> Fixed Price
<input type="checkbox"/> Other		

Statement of Work Purpose: The purpose of this statement of work (SOW) is to provide sexual and reproductive health services (SRH) to Washington State residents. These services will comply with all state, federal, and DOH SRHP Manual requirements. It highlights specific requirements, but all must be complied with. Budgets are based on an approved allocation formula with funds available.

This Statement of Work spans Year 1 and Year 2 of the contract, which runs January 1, 2022 – March 31, 2024

For non-telehealth state funding, due dates after June 30, 2023 are for reporting only. LHJ may not bill under this statement of work for non-telehealth work done after June 30, 2023. For telehealth funding, due dates after May 31, 2023 are for reporting only. LHJ may not bill under this statement of work for telehealth work done after May 31, 2023.

Revision Purpose: The purpose of this revision is to remove all \$40,000 of Tele Health funds for the period of 05/15/22 to 05/31/23, extend the funding period for SFY23 Sexual & Rep Hlth Cost Share from 12/31/22 to 06/30/23 and add \$13,381, extend the period of performance from May 31, 2023 through December 31, 2024, and make minor edits to task deliverables and due dates.

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Funding Period Start Date	LHJ Funding Period End Date	Current Allocation	Allocation Change Decrease (-)	Total Allocation
SFY22 Sexual & Rep Hlth Cost Share	78430120	N/A	334.04.91	01/01/22	06/30/22	13,380	0	13,380
FFY22 Title X Dire Needs	78430222	93.217	333.93.21	01/14/22	03/31/22	1,222	0	1,222
FFY22 Title X Family Planning	78430225	93.217	333.93.21	04/01/22	03/31/23	11,912	0	11,912
SFY23 Sexual & Rep Hlth Cost Share	78430130	N/A	334.04.91	07/01/22	06/30/23	13,314	13,381	26,695
FFY22 Tele Health Expansion Rep Choice	78430226	93.217	333.93.21	05/15/22	05/31/23	40,000	-40,000	0
						0	0	0
						0	0	0
TOTALS						79,828	-26,619	53,209

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1.	Sexual and Reproductive Health Program (SRHP) & Title X (TX) Services—excluding abortion and other surgical procedures related to SRHP.	<ul style="list-style-type: none"> A19 invoice vouchers submitted in a timely manner accompanied by an R&E workbook showing revenue and expenses for the month billed and any other required back up documentation per DOH policy. 	No more than monthly and no less than quarterly.	Billing must be based on a current cost methodology approved by DOH (see Reporting Requirements table).

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	<p>A. Comply with Washington State 2022 SRHP Manual, federal Title X requirements and all state and federal laws. Also see Program Manual, Handbook, Policy References under 3. Reporting Requirements below.</p> <p>B. Complete required Agency Information Dashboard that includes Title X Assurance of Compliance</p> <ol style="list-style-type: none"> 1. Compile all National Provider Identifier (NPI) billing numbers for SRHP services and submit to DOH. DOH will compile and send to Health Care Authority (HCA) in order for LHJ to qualify for the Medicaid Enhanced rate <p>C. Provide medical services, community education and outreach, and staff training, consistent with state requirements:</p> <ol style="list-style-type: none"> 1. LHJ is responsible for making sure all staff have the knowledge to carry out the requirements of the SOW. 2. Medical, laboratory, and other services related to abortion are not covered by this task. 3. Community education services must be based on the needs of the community. LHJ must have an Information & Education (I&E) committee with no fewer than five (5) members and up to as many members as the LHJ determines; be broadly representative of the population or community for which materials are intended; review all educational materials for clients; meet at least annually and establish a written record of its determination. (42 CFR 59 [59.6]) 4. Outreach is to ensure all populations in your community understands the services available. Focus your outreach efforts on increasing equity. 	<ul style="list-style-type: none"> • All reports described in Reporting Requirements table below. • Other data and documentation in format requested by DOH. (Includes copies of program and financial audits and reviews including summaries conducted by other entities.) • To facilitate DOH/TX desk reviews—requested documentation available to DOH in requested format. • To facilitate DOH/TX site-visits—appropriate staff and documentation readily available prior to and during review. <p>DOH performs site visits. Follow-up site visits are performed until identified issues are resolved.</p>	<p>As described in Reporting Requirements table below.</p> <p>As requested by DOH</p> <p>As requested by DOH</p>	<p>DOH reserves the right to withhold payment until:</p> <ul style="list-style-type: none"> • Compliance issues related to this or a previous SOW are resolved in a way accepted by DOH • Current data is submitted to, and accepted by, Ahlers. • A19 back up documentation required by DOH has been submitted and approved. • Other deliverables have been met. <p>Payment is limited to the maximum funds available for funding source.</p> <p>DOH will reimburse for:</p> <ul style="list-style-type: none"> • Actual allowable costs according to your approved cost methodology (see Reporting Requirements table). <p>or</p> <ul style="list-style-type: none"> • The amount remaining in the SOW divided by the number of months remaining in the funding

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	<p>Washington State Sexual and Reproductive Health Network priority populations are:</p> <ul style="list-style-type: none"> • Teens • People who are uninsured or underinsured, and/or low-income (at or below 250% of the federal poverty line) • Rural communities • Hispanic • Black, Indigenous, People of Color <p>Extra efforts should be made to provide information and services to people who intersect with multiple priority population categories.</p> <p>Provide all services in accordance with:</p> <ul style="list-style-type: none"> • DOH SRHP & Title X Manual • Other state and federal requirements • LHJ's Current Scope Report (defined under 3. Reporting Requirements below) <p>D. Collect, maintain, and provide data about each family planning clinic visit as defined in the SRH CVR Manual.</p> <ol style="list-style-type: none"> 1. Maintain a computer system that includes normal safety precautions against loss of information. 2. Ensure data entry personnel protect confidentiality of CVR data. 3. Have ability to retrieve all information for auditing and monitoring by DOH or its designee. <p>E. Notify DOH contract manager of all:</p> <ul style="list-style-type: none"> • Key staff and organizational changes. • Proposed clinic site additions. New clinic sites must be approved by DOH before offering services supported by SOW funding. • Expected clinic site closures. Note: DOH may, at its sole discretion, recalculate LHJ's funding allocation if it closes a clinic site. 	<p>CVR data submitted to DOH data contractor (Ahlers & Associates) electronically in a format compatible with Ahlers software.</p> <ul style="list-style-type: none"> • Data for each month • Corrected CVR data <p>Email briefly describing change.</p>	<p>The last day of the next month. Within thirty (30) days of receiving error/rejection report or request from DOH Sexual and Reproductive Health data manager.</p> <p>As needed to keep information current.</p>	<p>source, plus one, whichever is less.</p> <p>Payment will be calculated by R&E provided by DOH (see Reporting Requirements table).</p> <p>All services through 03-31-23 06-30-23 must be billed by 04-30-23 07-30-23</p>

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	<ul style="list-style-type: none"> Any other change that might affect LHJ's ability to provide the sexual and reproductive services described in this SOW. 			
	<p>Telehealth</p> <p>A. Notice of change in service sites (see Task 1 Activity E)</p> <p>B. Comply with all 340B program requirements</p> <p>C. Comply with FPAR reporting (see Task 3 Activity 4)</p> <p>D. Submit Progress Summary Report according to the template provided (see Task 3 Activity 2)</p>	<p>See Task 1 Activity E</p> <p>See Task 3 Activity 4</p> <p>See Task 3 Activity 2</p>	<p>As needed to keep information current</p> <p>Data collected through the end of the contract period (5/31/2023)</p> <p>7/15/2023</p>	
2.	<p>Abortion and other surgical procedures related to SRHP</p> <p>A. LHJ may choose to use up to 3% of its total SOW state funds for medical and surgical abortions and other SRHP related surgical procedures.</p> <p>B. LHJ must notify the DOH contract manager prior to providing services with SOW state funds. DOH will move the appropriate amount to the appropriate funding source. This may or may not require an amendment.</p> <p>C. Comply with Washington State 2022 SRHP requirements and all state laws. Also see Program Manual, Handbook, Policy References section below.</p> <p>D. Eligible clients are those with incomes at or below 250% FPL.</p> <p>If LHJ bills for services provided by someone outside their organization the outside provider must agree to accept DOH payment as payment in full. LHJ is responsible for ensuring that the outside provider does not seek additional payment from the client or any other person or organization. (Also see Payment column.)</p>	<p>Surgical A19 accompanied by Surgical Services Summary and Health Insurance Claim Forms form for each visit billed.</p> <p>DOH will provide Surgical Services Summary forms and surgical A19s as part of R&E workbook for all LHJs who receive surgical funds.</p>	No more than six (6) months after date service was provided.	<p>DOH will only reimburse LHJ for these services if this SOW includes state surgical funds outside of the Title X Project.</p> <p>DOH will pay for services at Health Care Authority (HCA) Medicaid reimbursement amounts.</p> <ul style="list-style-type: none"> This will be considered payment in full. <p>LHJ will not seek additional payment from the client or any other person or organization.</p>

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
3. Reporting Requirements				
	<p>1. Agency Information Dashboard</p> <p>Information required at the beginning of this SOW period. This information ensures that DOH has accurate information about LHJ's organization and the services it provides.</p> <p>In addition, elements of this report allow DOH to ensure that SRHP & Title X requirements regarding client fees, required services, requirements are met. It also provides other information to assist DOH to manage this SOW and the Sexual & Reproductive Health Network as a whole.</p>	<p>This information must be reported using the template or format provided by DOH. All signatures and forms must be completed by 10-31-22 04-30-23 It will include:</p> <p>Information about your agency contacts and your organization's staffing</p> <ul style="list-style-type: none"> A. Head of Organization B. Head of Finance C. Medical Director D. The following (one person might fill more than one role) <ul style="list-style-type: none"> a. Contract Coordinator b. Clinical representative c. Billing contact d. Outreach and education contact e. Contact for CVR data f. Contact for EHR information E. <i>NPI numbers used to bill Medicaid</i> <p>Provide details about telehealth services including telehealth modality, which clinics offer telehealth services, etc.</p> <p>Information regarding sexual and reproductive health related services offered at each clinic site:</p> <ul style="list-style-type: none"> A. Cost analysis: How LHJ determines what it costs to provide services. LHJ uses this to help construct its fee schedule. A cost analysis must be performed by LHJ no more than three years prior to the start date of this SOW. B. Sliding fee schedule that includes all services required in the SRH Manual. Additional Task 1 SRH-related services may also be included on LHJ's sliding fee schedule. <ul style="list-style-type: none"> a. Sliding fee schedule must be based on cost analysis described above. b. LHJ may use the last fee schedule approved prior to this SOW as long it was approved later than 	<p>10-31-22-04-30-23</p> <p>AND</p> <p>As needed <i>or requested</i> to maintain accuracy of information.</p> <p>Submit <i>2022 sliding fee scale to DOH by 06-30-22-2023 income conversion chart by 03-15-23</i></p>	

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
		<p>04-01-212. LHJ must email the DOH contract manager letting them know it is using a prior approved fee schedule.</p> <p>c. LHJ must not implement a revised fee schedule until it has been approved in writing by DOH.</p> <p>d. Income conversion tables must be updated annually and approved by DOH</p> <p>Information related to current Community Outreach Plan: LHJ's community outreach plan follows a 5-year cycle. In the first year LHJ must assess, document and disseminate community health needs assessment, this process must include the following steps:</p> <ul style="list-style-type: none"> A. Define the populations LHJ serves and identify opportunities to expand reach within those populations and to unreached populations in each community it serves. B. Identify organizations and people representing the broad interests of the community and identify opportunities for partnership and collaboration. C. Gather available data and current assessments (secondary data) D. Seek community perspectives by gathering input from the various populations in LHJ's community (collect primary data) E. Aggregate secondary and primary data and analyze aggregated data F. Prioritize health issues, define areas of unmet need, and incorporate both in plans for outreach and education materials and activities G. Document and disseminate the community health needs assessment to LHJ's SRH consultant and appropriate stakeholders <p>Information related to billing and client fees</p> <p>Cost methodology: How LHJ determines appropriate expenses for the purpose of billing DOH.</p> <p>If LHJ cost methodology was approved by DOH after 04-01-202, LHJ does not have to resubmit unless changes were made. LHJ does need to email DOH contract manager informing them that no changes were made.</p>		

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
2.	<p>Progress Summary Report</p> <p>Summary of activities from previous SRHP services SOW.</p> <p>It informs quality improvement of the Washington State SRH Network.</p>	<p>This information must be reported using the template or format provided by DOH. It will include information about contractor's work during the previous SOW:</p> <p>A. Community education and outreach strategies and activities and a discussion of their effectiveness.</p> <p>B. Staff training.</p>	7/15/2023	
3.	<p>Telehealth Survey</p>	<p>Answer questions involving telehealth services and summarize detail of telehealth work.</p>	<p>Respond within the time period as indicated on the survey announcement</p>	
4.	<p>Family Planning Annual Report (FPAR)</p> <p>Information DOH is requesting to develop trend data. All information is for calendar year 2022 (January through December 2022). The subsequent agreements sent to the agency will request that these data be collected and reported on within the statement of work period of performance.</p>	<p>Organization-level data on clinical services emailed to DOH SRH data manager</p> <p>Number of:</p> <p>A. Pap tests with an ASC or higher result</p> <p>B. Pap tests with an HSIL or higher result</p> <p>C. HIV Positive confidential tests</p> <p>D. HIV Anonymous tests</p> <p>E. FTE required to provide sexual and reproductive health services:</p> <ul style="list-style-type: none"> • Physicians • Physician assistants + nurse practitioners + certified nurse midwives • Registered nurses with expanded scope of practice who are trained and permitted by state specific regulations to perform all aspects of the physical assessment. <p>Financial data emailed to DOH Contract Manager R&E showing Other Revenue through out the contract period 12-31-23 as described in item 56, below. Subsequent agreements will request that data be collected and reported on during the appropriate contract period of performance. (FPAR due 01-31-23 <i>01-31 annually through 2027</i>)</p>	<p>Data to be collected <i>annually</i> through the end of the contract period (03-31-23).</p>	
5.	<p>Clinic Visit Reports (CVRs)</p>	<p>Clinic visit records must include all elements specified in the Clinic Visit Record (CVR) Manual available at: https://www.doh.wa.gov/Portals/1/Documents/Pubs/930-139-CVRManual.pdf.</p> <p>CVR data must be submitted to DOH data contractor (Ahlers & Associates) electronically in a format compatible with Ahlers software.</p>	<p>The last day of the next month</p> <p>Within thirty (30) days of receiving error or rejection report or request from DOH SRH data manager.</p>	

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
		<ul style="list-style-type: none"> - Each month's CVR data - Corrected CVR data 		
	6. Revenue and Expense Reports (R&E)	<p>Completed R&E for time period that shows all revenue (including program income) that support Task 1 SRH Services and all expenses related to providing those services. R&E workbook will be provided by DOH.</p> <p>A. Expenses must match General Ledger. B. Other revenue/program income must reflect revenue actually received in the reporting month.</p> <p>C. Telehealth R&Es will be separate and required for this project</p> <p>All entries on "Other" rows must be accompanied by a description of the revenue source or expense, including any calculations uses.</p>	<p>Submitted with each invoice (A19). No more than monthly and no less than quarterly.</p> <p>R&E showing all sources of revenue that support services for: January 2023-June 2023 due within 30 days after 03-31-23 06-30-23</p> <p>Telehealth R&Es are due within 30 days after 5-31-23</p>	

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Program Specific Requirements

Program Manual, Handbook, Policy References:

LHJ must comply with all state and DOH SRH requirements, policies, and regulations and with their DOH approved Current Scope Report.

Reference documents include:

- DOH SRHP Manual (DOH publication 930-122, available at <https://www.doh.wa.gov/portals/1/Documents/Pubs/930-122-FPRHManualComplete.pdf>). Some provisions of this manual are highlighted in this SOW, but all provisions of the manual must be complied with.
- Clinic Visit Record Manual (<https://www.doh.wa.gov/Portals/1/Documents/Pubs/930-139-CVRManual.pdf>)
- LHJ's approved Current Scope Report

Billing Requirements:

See Payment column of Tasks and Deliverables table and R&E report description in Reporting Requirements table

Special Instructions:**Accessibility of Services**

- Clients must not be denied services or subjected to variation in quality of services because of inability to pay.
- LHJ must make sure their communities are informed of the services available.
- LHJ must make sure that all services provided are accessible to target populations.
 - Facilities must be geographically accessible to the populations served.
 - As much as possible, services will be available at times convenient to those seeking services.
 - Clinics must comply with the Americans with Disabilities Act.
 - Facilities must meet applicable standards established by the Federal, State, and local governments, including local fire, building, and licensing codes.
 - Clinic settings must ensure respect for the privacy and dignity of the individual.
- Clients must be accepted on referral from any source.
- Services must be provided solely on a voluntary basis. Acceptance of SRH services must not be a prerequisite to eligibility for, or receipt of, services in any non-SRH programs of the LHJ.

Availability of Emergency Services

The LHJ must have written plans and procedures for the management of on-site medical emergencies, including emergencies that require transport and after-hours management of contraceptive emergencies. (See DOH SRH Manual)

**Exhibit A
Statement of Work
Contract Term: 2022-2024**

DOH Program Name or Title: WIC Nutrition Program - Effective January 1, 2022

Local Health Jurisdiction Name: Skamania County Community Health Department
Contract Number: CLH31026

SOW Type: Revision **Revision # (for this SOW)** 2

Funding Source	Federal Compliance (check if applicable)	Type of Payment
<input checked="" type="checkbox"/> Federal Subrecipient	<input checked="" type="checkbox"/> FFATA (Transparency Act)	<input checked="" type="checkbox"/> Reimbursement
<input type="checkbox"/> State	<input type="checkbox"/> Research & Development	<input type="checkbox"/> Fixed Price
<input type="checkbox"/> Other		

Period of Performance: January 1, 2022 through December 31, 2024

Statement of Work Purpose: The purpose is to provide Women, Infants, and Children (WIC) Nutrition Program services by following WIC federal regulations, WIC state office policies and procedures, WIC directives, and other rules. Refer to the Program Specific Requirements section of this document.

Revision Purpose: To add FFY23 and FFY24 USDA WIC Client Services Contracts funds, FFY23 USDA WIC Program Management CSS funds and a special requirement, and to update the caseload.

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Funding Period		Current Allocation	Allocation Change Increase (+)	Total Allocation
				Start Date	End Date			
FFY22 USDA WIC CLIENT SVS CONTRACTS	76101234	10.557	333.10.55	01/01/22	09/30/22	37,204	0	37,204
FFY23 USDA WIC CLIENT SVS CONTRACTS	76101244	10.557	333.10.55	10/01/22	09/30/23	8,300	23,625	31,925
FFY22 USDA FMNP PROG MGMT	76540237	10.572	333.10.57	05/01/22	09/30/22	160	0	160
FFY23 USDA WIC PROG MGMT CSS	76101242	10.557	333.10.55	01/01/23	09/30/23	0	2,000	2,000
FFY24 USDA WIC CLIENT SVS CONTRACTS	TBD	10.557	333.10.55	10/01/23	12/31/23	0	7,875	7,875
						0	0	0
						0	0	0
TOTALS						45,664	33,500	79,164

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1	WIC Nutrition Program			See "Billing Requirements" below.
1.1	Maintain authorized participating caseload at 100% based on quarterly average as determined from monthly caseload management reports generated at state WIC office. The Department of Health (Department) State WIC Nutrition Program has the option of reducing authorized participating caseload and corresponding funding when: <ol style="list-style-type: none"> 1. Unanticipated funding situations occur. 2. Reallocations are necessary to redistribute caseload statewide. 3. Caseload declines. 	Outcomes based on monthly participation data from state WIC caseload management reports.	Authorized participating caseload for January 2022 through December 2024 = <u>60</u> <i>Revised authorized participating caseload for January 2023 through December 2024 = <u>50</u></i>	

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1.2	Submit the annual Nutrition Services Plan for each year of the contract.	Nutrition Services Plan	First year due 9/30/22 Second year due 9/30/23	Payment withheld if not received by due date.
1.3	Submit the annual Nutrition Services Expenditure Report for each year of the contract.	Nutrition Services Expenditure Report	11/30/22 11/30/23	Payment withheld if not received by due date.
1.4	Tell participants about other health services in the agency. If needed, develop written agreements with other health care agencies and refer participants to these services.	Documentation must be available for review by WIC monitor staff.	Biennial WIC Monitor	
1.5	Provide nutrition education services to participants and caregivers in accordance with federal and state requirements.	Documentation must be available for review by WIC monitor staff.	Biennial WIC Monitor	
1.6	Issue WIC benefits while assuring adequate WIC card security and reconciliation.	Documentation must be available for review by WIC monitor staff.	Biennial WIC Monitor	
1.7	Collect data, maintain records, and submit reports to effectively enforce the non-discrimination laws (Refer to Civil Rights Assurances below).	Documentation must be available for review by WIC monitor staff.	Biennial WIC Monitor	
1.8a	Submit entire WIC and Breastfeeding Peer Counseling Budget Workbook for each year of the contract	Budget Workbook	First year due 9/30/22 Second year due 9/30/23	
1.8b	Submit Rev-Exp Report spreadsheet from the WIC Budget Workbook monthly with A-19	Revenue and Expense Report and A-19	First year due monthly through December 31, 2022 Second year due monthly through December 31, 2023	
2	Breastfeeding Promotion			See "Billing Requirements" below.
2.1	Provide breastfeeding promotion activities in accordance with federal and state requirements.	Status report of chosen activities in Nutrition Services Plan. Documentation must be available for review by WIC monitor staff.	First year due 11/30/22 Second year due 11/30/23 Biennial WIC Monitor	
2.2	Work with community partners to improve practices that affect breastfeeding. Choose one or more of the following projects: <ul style="list-style-type: none"> ▪ Provide staff, health care providers and community partners virtual breastfeeding training resources. ▪ Work with employers who likely employ low-income people to create worksite environments that support breastfeeding. ▪ Work with birthing hospitals to improve maternity care practices that affect WIC participant breastfeeding rates. ▪ Provide participants access to lactation consultants. Other projects will need pre-approval from the State WIC Office	Status report of chosen activities in Nutrition Services Plan. Documentation must be available for review by WIC monitor staff.	First year due 8/30/22 Second year due 8/30/23 Biennial WIC Monitor	

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
3	Farmers Market Nutrition Program (FMNP)			See "Billing Requirements" below.
3.1	Distribute all Farmers Market Nutrition Program checks to eligible WIC participants between June and September 30 of current year.	Send completed readable copy of FMNP check registers to State WIC office on a weekly basis following FMNP procedures. Documentation must be available for review by WIC monitor staff.	Weekly June-Sept. 2022 and June-Sept. 2023 All sent by Oct. 1, 2022 and by Oct. 1, 2023 Biennial WIC Monitor	

DOH Program and Fiscal Contact Information for all ConCon SOWs can be found on the [DOH Finance SharePoint](#) site. Questions related to this SOW, or any other finance-related inquiry, may be sent to finance@doh.wa.gov.

Federal Funding Accountability and Transparency Act (FFATA) (Applies to federal grant awards.)

This statement of work is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how the federal funds are spent.

To comply with this act and be eligible to perform the activities in this statement of work, the LHJ must have a Unique Entity Identifier (UEI) generated by SAM.gov.

Information about the LHJ and this statement of work will be made available on USASpending.gov by DOH as required by P.L. 109-282.

Program Specific Requirements

Program Manual, Handbook, Policy References:

The LHJ shall be responsible for providing services according to rules, regulations and other information contained in the following:

- WIC Federal Regulations, USDA, and FNS 7CFR Part 246.
- Washington State WIC Nutrition Program Policy and Procedure Manual
- Office of Management and Budget, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR 200
- Farmers Market Nutrition Program Federal Regulations, USDA, FNS 7CFR Part 248
- Other directives issued during the term of the contract

Staffing Requirements:

The LHJ shall:

- Use Competent Professional Authority staff, as defined by WIC policy, to determine participant eligibility, prescribe an appropriate food package and offer nutrition education based on the participants' needs.
- Use a Registered Dietitian (RD) or other qualified nutritionist to provide nutrition services to high risk participants, to include development of a high-risk care plan. The RD is also responsible for quality assurance of WIC nutrition services. See WIC Policy for qualifications for a Registered Dietitian and other qualified nutritionist.
- Assign a qualified person to be the Breastfeeding Coordinator to organize and direct local agency efforts to meet federal and state policies regarding breastfeeding promotion and support. The Breastfeeding Coordinator must be an International Board-Certified Lactation Consultant or attend an intensive lactation management course, or other state approved training.

Restrictions on Funds:

The LHJ shall follow the instructions found in the Policy and Procedure Manual under WIC Allowable Costs and 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Special References:

What is the WIC program?

1. The WIC program in the state of Washington is administered by the Department of Health.
2. The WIC program is a federally funded program established in 1972 by an amendment to the Child Nutrition Act of 1966. The purpose of the program is to provide nutrition and health assessment; nutrition education; nutritious food; breastfeeding counseling; and referral services to pregnant, breastfeeding, and postpartum women, infants, and young children in specific risk categories.
3. Federal regulations governing the WIC program (7 CFR Part 246) require implementation of standards and procedures to guide the state's administration of the WIC program. These regulations define the rights, responsibilities, and legal procedures of WIC employees, participants, persons acting on behalf of a participant, and retailers. They are designed to promote:
 - a. High quality nutrition services;
 - b. Consistent application of policies and procedures for eligibility determination;
 - c. Consistent application of policies and procedures for food benefit issuance and delivery; and
 - d. WIC program compliance.
4. The WIC program implements policies and procedures stated in program manuals, handbooks, contracts, forms, and other program documents approved by the USDA Food and Nutrition Service.
5. The WIC program may impose sanctions against WIC participants for not following WIC program rules stated on the WIC rights and responsibilities.
6. The WIC program may impose monetary penalties against persons who misuse WIC benefits or WIC food but who are not WIC participants.

Monitoring Visits:

Program and fiscal monitoring are done on a biennial (every two years) basis and are conducted onsite.

The LHJ must maintain on file and have available for review, audit and evaluation:

- All criteria used for certification, including information on income, nutrition risk eligibility and referrals
- Program requirements
- Nutrition education
- All financial records

Assurances/Certifications:**1. Computer Equipment Loaned by the Department of Health WIC Nutrition Program**

In order to perform WIC program activities, the Department requires computer equipment, such as computers, signature pads, document scanners, card readers and printers to be in local WIC clinics or to be transported to mobile clinics. This equipment ("Loaned Equipment") is owned by the Department and loaned to the local agency (Contractor). The Loaned Equipment is supported by the Department. This equipment shall be used for WIC business only or according to WIC Policy and Procedures.

An inventory of Loaned Equipment is kept by the Department. Each time Loaned Equipment is changed, the parties shall complete the Equipment Transfer Form and the Department updates the inventory. A copy of the Transfer Form will be provided to the contractor. Copies of the updated inventory list may be requested at any time.

The LHJ agrees to:

- a. Defend, protect and hold harmless the Department or any of its employees from any claims, suits or actions arising from the use of this Loaned Equipment.
- b. Assume responsibility for any loss or damage from abnormal wear or use, or from inappropriate storage or transportation. The Department may enforce this by:
 - 1) Requiring reimbursement from the LHJ of the value of the Loaned Equipment at the time of the loss or damage.
 - 2) Requiring the LHJ to replace the Loaned Equipment with equipment of the same type, manufacturer, and capabilities (as pre-approved by the Department), or
 - 3) Assertion of a lien against the Contractor's property.
- c. Notify the Department immediately of any damage to Loaned Equipment.
- d. Notify the Department prior to moving or replacing any Loaned Equipment.

The Department recommends Contractors carry insurance against possible loss or theft.

2. Civil Rights Assurance

- a. The LHJ shall perform all services and duties necessary to comply with federal law in accordance with the following Civil Rights Assurance.
- b. “The Program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR 50.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the ground of race, color, national origin, sex, age or handicap, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.
- c. “By accepting this assurance, the Program applicant agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the nondiscrimination laws and permit authorized USDA personnel during normal working hours to review such records, books and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, Food and Nutrition Service, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Program applicant, its successors, transferees, and assignees, as long as it receives assistance or retains possession of any assistance from the Department. The person or persons whose signatures appear on the contract are authorized to sign this assurance on behalf of the Program applicant.”

3. 2CFR 200

The LHJ shall comply with all the fiscal and operations requirements prescribed by the state agency as directed by Federal WIC Regulations (7CFR part 246.6), 2CFR part 200, the debarment and suspension requirements of 2CFR part 200.213, if applicable, the lobbying restrictions of 2CFR part 200.245, and FNS guidelines and instructions and shall provide on a timely basis to the state agency all required information regarding fiscal and program information.

Billing Requirements:

1. Definitions

Contract Period: January 1, 2022 - December 31, 2024

Contract Budget Period: The time period for which the funding is budgeted.

- There are four federal budget periods
 - January 1, 2022 through September 30, 2022;
 - October 1, 2022 through September 30, 2023;
 - October 1, 2023 through September 30, 2024;
 - October 1, 2024 through December 31, 2024.

2. Billing Information:

- a. Billings are submitted on an A-19-1A invoice. These invoices are provided by the Department in the WIC Budget Workbook and include accounting codes for different budget categories.
- b. A-19s are submitted monthly and must be received by the Department within 60 days following the close of each calendar month. Additional A-19s may be submitted at any time, but must be received within 90 days of the close of the federal budget period.
- c. Funds are allocated by budget categories and by federal budget periods (refer to the budget spreadsheet).
- d. Funds are encumbered or spent only during the budget period; no carry forward from previous time periods or borrowing from future time periods is allowed.
- e. Payments are limited to the amounts allocated for the budget period for each budget category.
- f. Billings are based on actual costs for completed activities. Advance payments are not allowed. Back up documentation must be retained by the LHJ and available for inspection by the Department or other appropriate authorities.
- g. Payments will be made only for WIC approved expenditures. Refer to the Washington State WIC Nutrition Program Policy and Procedure Manual Volume 2, Chapter 4 – Allowable Costs and 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- h. If billing for indirect costs, a Cost Allocation Plan or Federal Indirect Cost Agreement must be submitted prior to payment.

Special Instructions:

The LHJ shall:


1. Maintain complete, accurate, and current accounting of all local, state, and federal program funds received and expended.
2. Provide, as necessary, a single audit in accordance with the provisions of 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. This circular requires all recipients and sub-recipients of federal funds to have a single audit performed should they spend \$750,000 or more of federal grants or awards from all sources. Contractors spending less than \$750,000 in federal grants or awards may also be subject to audit.
3. Use Breastfeeding Peer Counseling (BFPC) Program funds only to support the peer counseling program. Once the program is established and peer counselors are trained, the majority of the salary costs must be paid to peer counselors to provide direct services to WIC participants. For a list of allowable costs see Volume 2, Chapter 4 – Allowable Costs. The priority use of BFPC funds is to hire and train peer counselors to provide breastfeeding peer counseling services to WIC participants.

SPECIAL REQUIREMENTS			
Contract Funding Period	Time Period special requirement funds are available	Amount	Special Requirement Description
January 2022 to September 2024	January 2022 to September 2022	\$2,100	Added in the USDA WIC Client Services Contracts category to cover training and travel expenses for all local WIC staff to participate in WIC-related trainings.
<i>January 2023 - September 2023</i>	<i>January 2023 - September 2023</i>	<i>\$2,000</i>	<i>This funding is for all WIC staff to participate in WIC-related training. Added in the USDA WIC Client Services Contracts category to cover training registrations, travel expenses, staff time to participate in training (salary/benefits or contractor), and other approved WIC training expenses.</i>

Other:

Any program requirements that are not followed may be subject to corrective action and may result in monetary fines or repayment of funds.

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	Community Health Department	Signature 
<u>AGENDA DATE</u>	BOCC, 02/14/2023	
<u>SUBJECT</u>	Homeless Housing Council	
<u>ACTION REQUESTED</u>	Approval/Signature	

SUMMARY/BACKGROUND

The attached letter/email has been submitted by a Skamania County Homeless Housing Council Board Member requesting that Leana Kinley resign from the Board as set forth in Resolution 2007-13.

FISCAL IMPACT

None

RECOMMENDATION

Sign

LIST ATTACHMENTS

Agenda Commentary
Letter of Request for Resignation from:
Leana Kinley, Appointee for Government (3)

Heather Trollier

From: Leana Kinley <leana@ci.stevenson.wa.us>
Sent: Tuesday, February 7, 2023 9:05 AM
To: Heather Trollier
Subject: Resignation from Homeless Housing Council

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

Dear Council and Commissioners,

I am resigning my position on the Homeless Housing Council. Thank you for all the work done on behalf of the houseless in our community. I will continue to support where I am able.

Sincerely,

Leana Kinley, EMPA, CMC

City Administrator
7121 E. Loop Rd/PO Box 371
Stevenson, WA 98648-0371
(509) 427-5970 x204

Heather Trollier

From: Leana Kinley <leana@ci.stevenson.wa.us>
Sent: Tuesday, January 24, 2023 9:40 AM
To: Heather Trollier
Cc: David Wyatt
Subject: City Representation

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

Heather,

David Wyatt will be replacing me on the Homeless Housing Council. What paperwork will you need from him to move this forward? I have copied him on the email.

Also, the link on the county website for the Homeless Housing Council is broken (found [here](#)).

Thanks,

Leana Kinley, EMPA, CMC

City Administrator
7121 E. Loop Rd/PO Box 371
Stevenson, WA 98648-0371
(509) 427-5970 x204

Dated this ___ day of _____ 2023.

ATTEST:

**BOARD OF COMMISSIONERS
SKAMANIA COUNTY, WASHINGTON**

Richard Mahar, Chairman


T.W. Lannen, Commissioner

Lisa Sackos, Clerk of the Board

Asa Leckie, Commissioner

Aye _____
Nay _____
Abstain _____
Absent _____

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	Community Health Department	Signature 
<u>AGENDA DATE</u>	BOCC, 02/14/2023	
<u>SUBJECT</u>	Skamania County Homeless Housing Council Advisory Board	
<u>ACTION REQUESTED</u>	Approval/Signature	

SUMMARY/BACKGROUND

The one (1) attached letter has been submitted by the Homeless Housing Council requesting that David Wyatt be appointed to the Board as a Government representative. Serving on the Board for a (2) two-year term as set forth in Resolution 2007-13.

FISCAL IMPACT

None

RECOMMENDATION

Sign

LIST ATTACHMENTS

Agenda Commentary
Letter of Request for appointment from:

David Wyatt

Date: 1/26/2023

Board of Commissioners
PO Box 790
Stevenson, WA 98648

Dear Commissioners:

I would like to serve on the Skamania County Homeless Housing Council because:

As both a City of Stevenson Council Member and Branch Manger for Stevenson Community Library,
I interact with the houseless persons in our community on a regular basis. I have an interest in
finding solutions to support those struggling with secure housing with short and long term solutions.

For this reason, I request that my term be extended for another (2) two years.

For this reason, I would like to be appointed to serve on the Homeless Housing Council.

While serving in this position, I am representing City of Stevenson and FVRLibraries
(Mental Health, Substance Abuse, Government Agency, etc), which enables me to contribute to
crucial discussions regarding how housing issues are addressed in Skamania County. I feel that
my opinions are/will be considered and that the time I spend with the board is valued.

Thank you for the opportunity to make a difference. Please consider my membership with the
Skamania County Homeless Housing Council.

Sincerely,

Name: David Wyatt

Address: [REDACTED]

Stevenson, WA 98648

Phone: [REDACTED] (FVRL Work)

Email: [REDACTED]

Heather Trollier

From: Leana Kinley <leana@ci.stevenson.wa.us>
Sent: Tuesday, January 24, 2023 9:40 AM
To: Heather Trollier
Cc: David Wyatt
Subject: City Representation

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

Heather,

David Wyatt will be replacing me on the Homeless Housing Council. What paperwork will you need from him to move this forward? I have copied him on the email.

Also, the link on the county website for the Homeless Housing Council is broken (found [here](#)).

Thanks,

Leana Kinley, EMPA, CMC

City Administrator
7121 E. Loop Rd/PO Box 371
Stevenson, WA 98648-0371
(509) 427-5970 x204

Dated this ___ day of _____ 2023.

ATTEST:

**BOARD OF COMMISSIONERS
SKAMANIA COUNTY, WASHINGTON**

Richard Mahar, Chairman

T.W. Lannen, Commissioner

Lisa Sackos, Clerk of the Board

Asa Leckie, Commissioner

Aye _____
Nay _____
Abstain _____
Absent _____



**SKAMANIA COUNTY BOARD
OF COMMISSIONERS**

Skamania County Courthouse
240 NW Vancouver Ave | PO Box 790
Stevenson, WA 98648

(509)427-3700

Richard Mahar
District 1

Tom Lannen
District 2

Asa Leckie
District 3

February 14th, 2023

David Wyatt
[REDACTED]

Dear Mr. Wyatt:

On February 14th, 2023 the Skamania County Board of Commissioners appointed you as a representative to the Skamania County Homeless Housing Council. You are being appointed to a position representing Government.

This is a two-year term that will expire on February 14th, 2025.

Thank you for your interest in serving on this Council.


Sincerely,

T.W. Lannen
Chair

Cc: Tamara Cissell, Community Health Director



COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	Community Health Department	Signature 
<u>AGENDA DATE</u>	BOCC, 02/14/2023	
<u>SUBJECT</u>	Skamania County Homeless Housing Council Advisory Board	
<u>ACTION REQUESTED</u>	Approval/Signature	

SUMMARY/BACKGROUND

The one (1) attached letter/email has been submitted by the Homeless Housing Council requesting that Asa Leckie be appointed to the Board as a Government representative. Serving on the Board for a (2) two-year term as set forth in Resolution 2007-13.

FISCAL IMPACT

None

RECOMMENDATION

Sign

LIST ATTACHMENTS

Agenda Commentary
Letter of Request for appointment from:

Asa Leckie

Date: 07FEB23

Board of Commissioners
PO Box 790
Stevenson, WA 98648

Dear Commissioners:

I would like to serve on the Skamania County Homeless Housing Council because:

It is my assignment as a new county commissioner. I believe that housing has become a serious issue in Skamania County.

For this reason, I request that my term be extended for another (2) two years.

For this reason, I would like to be appointed to serve on the Homeless Housing Council.

While serving in this position, I am representing County Commissioners
(Mental Health, Substance Abuse, Government Agency, etc), which enables me to contribute to crucial discussions regarding how housing issues are addressed in Skamania County. I feel that my opinions are/will be considered and that the time I spend with the board is valued.

Thank you for the opportunity to make a difference. Please consider my membership with the Skamania County Homeless Housing Council.

Sincerely,

Name: Asa Leckie

Address: [REDACTED]

Carson, WA 98610

Phone: [REDACTED]

Email: leckie@co.skamania.wa.us

Heather Trollier

From: Lisa Sackos
Sent: Tuesday, January 17, 2023 9:38 AM
To: Heather Trollier
Subject: RE: Homeless Housing Council

Good morning, Heather,

Commissioner Asa Leckie has been assigned and Richard Mahar is the alternate. I have listed their contact information below:

Asa Leckie
(509)427-3703 Office

leckie@co.skamania.wa.us

Richard Mahar (Alt)
(509)427-3701 Office

mahar@co.skamania.wa.us

Thank you,

Lisa Sackos

Clerk of the Board
240 NW Vancouver AVE
PO BOX 790
Stevenson, WA 98648
Phone: (509) 427-3706

<https://www.skamaniacounty.org/departments-offices/commissioners>

If you are not the intended recipient of this message, please notify me immediately and discard this email. Do not disseminate this email to other parties.

From: Heather Trollier
Sent: Tuesday, January 17, 2023 9:28 AM
To: Lisa Sackos <sackos@co.skamania.wa.us>
Subject: Homeless Housing Council

Morning Lisa,

Do you know which commissioner is signed to the Homeless Housing Council now?
And, could I get their email please. I need to get an appt. letter to them.
Was previously Bob Hamlin.

Thank you,

Dated this ___ day of _____ 2023.

ATTEST:

**BOARD OF COMMISSIONERS
SKAMANIA COUNTY, WASHINGTON**

Richard Mahar, Chairman

T.W. Lannen, Commissioner

Lisa Sackos, Clerk of the Board

Asa Leckie, Commissioner

Aye _____
Nay _____
Abstain _____
Absent _____



**SKAMANIA COUNTY BOARD
OF COMMISSIONERS**

Skamania County Courthouse
240 NW Vancouver Ave | PO Box 790
Stevenson, WA 98648

(509)427-3700

Richard Mahar
District 1

Tom Lannen
District 2

Asa Leckie
District 3

February 14th, 2023

Asa Leckie

Dear Commissioner Leckie:

On February 14th, 2023 the Skamania County Board of Commissioners appointed you as a representative to the Skamania County Homeless Housing Council. You are being appointed to a position representing Government.

This is a two-year term that will expire on February 14th, 2025.

Thank you for your interest in serving on this Council.

Sincerely,

T.W. Lannen
Chair

Cc: Tamara Cissell, Community Health Director



COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	Commissioners	<i>Heidi B. Penner</i>
<u>AGENDA DATE</u>	February 14, 2023	
<u>SUBJECT</u>	LATCF Fund Award Terms	
<u>ACTION REQUESTED</u>	Ratify Award Terms	

SUMMARY/BACKGROUND

US Treasury required online portal submission for the LATCF funds. Once the funds were approved, a document with the award terms came out. The Treasurer's name appears on the document,, because we had to provide banking information to Treasury. We need to now ratify the award and have the BOCC sign so we have our internal documents.

FISCAL IMPACT

\$ 4,042,964.60

RECOMMENDATION

Approve

LIST ATTACHMENTS

COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS

1. Contract Number _____

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

3. Contractor Information: Contractor: U.S. Dept of Treasury
Contact Person:
Title:
Address:
Address:
Phone:

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

5. Term of Contract: From: March 15, 2021 To:

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

- Exempt (Purchase is \$2,500 or less upon order of the Board of Commissioners)
- Informal Bid Process (Formal Quotes between \$2,500 and \$25,000)
- Formal Sealed Bid Process (Purchase is over \$25,000)
- This contract was awarded under RCW _____ or Skamania County Code _____. Please provide a summary of the competitive process by which this contract was awarded or the exemption and why it applies.

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: \$
Amount Not Budgeted in Current Year \$ Source: _____
Total Non-County Funds Committed: \$ 4,042,964.60 Source: _____
Total County Funds Committed: \$
TOTAL FUNDS COMMITTED: \$ 4,042,964.60

8. County Contact Person: Name: Heidi Penner
Title: Financial Management Administrator

9. Department Approval: Heidi B Penner
Department Head or Elected Official Signature

10. Special Comments:

OMB Approved No. 1505-0276
Expiration Date: March 31, 2023

U.S. DEPARTMENT OF THE TREASURY
LOCAL ASSISTANCE AND TRIBAL CONSISTENCY FUND

Recipient name and address: <i>Skamania County</i> 240 NW Vancouver Ave Stevenson, Washington 98648-4036	UEI: <i>AGNENMAGUFU7</i> Taxpayer Identification Number: <i>91-6001363</i>
Amount of Federal Funds Obligated (Total of Fiscal Year 2022 and Fiscal Year 2023 Tranches): \$4,042,964.60 Total Amount of Federal Funds Obligated: \$4,042,964.60 The Federal Award Date is the date of the Recipient's signature below, provided that all other conditions of the award have been met.	Assistance Listing Number: 21.032 Assistance Listing Title: Local Assistance and Tribal Consistency Fund

Section 605(b) of the Social Security Act, as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorizes the Department of the Treasury (Treasury) to make payments to certain recipients from the Local Assistance and Tribal Consistency Fund

Recipient hereby agrees, as a condition to receiving such payments from Treasury, to the terms attached hereto.

Recipient:

Vickie Clelland

Authorized Representative: Vickie Clelland

Title: Skamania County Treasurer

Date Signed: October 3, 2022

Authorized Representative: T.W. Lannen

Title: Chair

Date Signed:

U.S. DEPARTMENT OF THE TREASURY
LOCAL ASSISTANCE AND TRIBAL CONSISTENCY FUND
AWARD TERMS AND CONDITIONS FOR ELIGIBLE REVENUE SHARING COUNTY GOVERNMENTS

1. Payment of Funds.

- a. Recipient understands that the Department of the Treasury (Treasury) will disburse funds under this award (the award funds) in two tranches, subject to any remedial actions taken pursuant to section 7 or any offsets imposed to satisfy any debt owed pursuant to section 9 of these award terms and conditions.
- b. In addition to the limitations provided in paragraph (a), payments under this award will be subject to the availability of funding, and, should the provisions of section 605 of the Social Security Act (42 U.S.C. § 805) addressing allocations or recipient eligibility be amended or the amount of the appropriation for implementation of such section be reduced, Treasury may reallocate the amount of the appropriation that remains available and adjust Recipient's total award amount accordingly. In the event Recipient's total award amount is reduced, the amount of a second tranche payment may be reduced to account for the receipt of amounts disbursed in the first tranche.
- c. If eligible revenue sharing county governments other than Recipient decline or do not claim the amounts allocated to them by Treasury from the Local Assistance and Tribal Consistency Fund, Treasury may supplement this award with an additional allocation to Recipient. The amount of this additional allocation will be determined by Treasury in its discretion as provided in section 605 of the Act and will be subject to the limitations provided in paragraphs a and b.
- d. Any change in an allocation will be deemed an amendment to this award to increase or decrease the total award amount, as applicable, unless, in the case of an increased allocation, Recipient declines the increased total award amount.

2. Use of Funds.

- a. The award funds may be used to cover any cost incurred on or after March 15, 2021, for any governmental purpose other than a lobbying activity, as provided in paragraph b.
- b. Recipients may not use the award funds directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation.
- c. Recipient must expend and account for the funds in accordance with the financial management, procurement, and conflicts of interest standards, laws, policies, and procedures applicable to Recipient's expenditure of and accounting for its own funds.

3. Reporting. Recipient agrees to submit an annual project and expenditure report to Treasury for this award in the form provided by Treasury. Recipient acknowledges total award and expenditure amounts may be publicly disclosed.

4. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

5. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 605 of the Act and guidance issued by Treasury regarding the Local Assistance and Tribal Consistency Fund program. Recipient acknowledges that the funds constitute federal financial assistance and are subject to federal law applicable to federal financial assistance. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders in the course of its use of the award funds.
- b. Federal regulations applicable to this award include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance;

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto;

vi. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. §§ 200.100-110, 203, and 303, and Subpart F (Audit Requirements).

vii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, Subparts A, B, and D, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

viii. The provisions of Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170 applicable to executive compensation but not to subawards, pursuant to which the subsections of the award term set forth in Appendix A to 2 C.F.R. Part 170 applicable to executive compensation are hereby incorporated by reference.

ix. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

x. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

xi. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations;

xii. Generally applicable federal environmental laws and regulations.

6. Maintenance of and Access to Records.

a. Recipient will maintain records and financial documents sufficient to evidence compliance with section 605 of the Act, this award agreement, and implementing guidance issued by Treasury for a period of five (5) years after all funds have been expended or returned to Treasury.

b. Recipient acknowledges that Treasury, including the Treasury Office of Inspector General, and the Government Accountability Office or their authorized representatives will have the right of access to records of Recipient in order to conduct audits or other investigations.

7. Remedial Actions. In the event of Recipient's noncompliance with section 605 of the Act, these terms and conditions, other applicable laws, guidance, or any reporting or other program requirements, Treasury may take any of the following remedies:

- A. Impose additional conditions on the receipt of the second tranche of the award;
- B. Temporarily withhold the second tranche of the award in whole or in part;
- C. Require recoupment of payments under this award;
- D. Terminate the Federal award;
- E. Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Treasury regulations; and
- F. Take other remedies that may be legally available.

8. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

9. Debts Owed the Federal Government.

- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; or (2) that are determined by Treasury to be subject to a repayment obligation and have not been repaid by Recipient shall constitute a debt to the federal government.
- b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph (a). Treasury will take any actions available to it to collect such a debt.

10. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

11. Amendments.

- a. The terms of this award may be amended with the written approval of Recipient and Treasury.
- b. In addition, Treasury reserves the right to amend the terms of this award if required by U.S. law or regulation without the consent of Recipient.
- c. Notwithstanding the above, Treasury may, upon reasonable notice to Recipient, unilaterally amend this agreement for the sole purpose of making ministerial or administrative changes or correcting scrivener's errors.

PAPERWORK REDUCTION ACT NOTICE

The estimated burden associated with the collection of information provided for in section 6 of the terms and conditions is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220; DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.



Local Assistance and Tribal Consistency Fund

LATCF-0682

Recipient Information

Recipient Name: **Skamania County**

Recipient's Taxpayer ID Number: **916001363**

Recipient's UEI: **QGNENMA6UFU7**

Recipient Address: **240 NW Vancouver Ave, Stevenson, Washington 98648-6447**

Recipient Type: **Eligible revenue sharing county**

Authorized Representative / Point of Contact

Authorized Representative Name: **Vickie Clelland**

Authorized Representative Title: **Treasurer**

Authorized Representative Phone: **509-427-3757**

Authorized Representative Email: **clelland@co.skamania.wa.us**

Contact Person Name: **Heidi Penner**

Contact Person Title: **Financial Management Administrator**

Contact Person Phone: **509-427-3736**

Contact Person Email: **penner@co.skamania.wa.us**

Financial Institution Information

Routing Transit Number (Wire):

Routint Transit Number (ACH): **XXXXXX5054**

Recipient's Account Number: **XXXXXX4106**

Financial Institution Name: **Umpqua Bank**

Financial Institution Address: **PO Box 340, Stevenson, WA 98648**

Financial Institution Phone: **509-842-9310**

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 TREASURER'S OFFICE

MISCELLANEOUS RECEIPT #G1034769

RECEIVED 10/31/2022

Received from TDP TREAS
Received by delland
Bank Umpqua - Main 4106
Memo ACH 10/17/2022 US TREAS FOR THE LOCAL ASSISTANCE & TRIBAL CONSISTENCY FUND (605)

Cash	Checks	Dir Deposits	Warrants	Other	Change	Total
0.00	0.00	2,021,482.30	0.00	0.00	0.00	2,021,482.30

<u>Fund</u>	<u>Fund Name</u>	<u>Bars</u>	<u>Source</u>	<u>Explanation/Trans #</u>	<u>Amount</u>
1900.000	AMERICAN RESCUE PLAN ACT	331210320	ARPA-LATCF(605)		2,021,482.30
				Total	2,021,482.30

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	Financial Management Department	<i>Heidi B. Penner</i> Signature
<u>AGENDA DATE</u>	Tuesday, November 22, 2022	
<u>SUBJECT</u>	Resolution 2022-53	
<u>ACTION REQUESTED</u>	Approve Resolution 2022-53	

SUMMARY/BACKGROUND

Resolution 2021-18 established the American Rescue Plan Act Fund (ARPA)(1900.000).

Would like to amend Resolution 2021-18 with Resolution 2022-53 to include wording that the funds to be deposited into 1900.000 are the State and Local Fiscal Recovery Funds (SLFRF) and the Local Assistance and Tribal Consistency Funds (LATCF).

FISCAL IMPACT

RECOMMENDATION

Approve Resolution 2022-53

LIST ATTACHMENTS

Resolution 2022-53

**SKAMANIA COUNTY
RESOLUTION 2022-53**

AMENDING RESOLUTION 2021-18 - AMERICAN RESCUE PLAN ACT (1900.000)

WHEREAS Resolution 2021-18 established the American Rescue Plan Act Fund (1900.000),
and

WHEREAS H.R. 1319 – American Rescue Plan Act of 2021 became law on March 11, 2021,
and

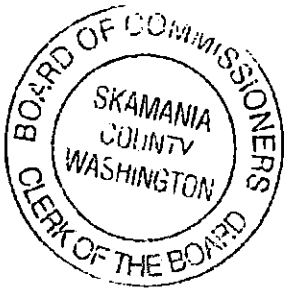
WHEREAS, Title IX, Subtitle M (Sec 9901) of the American Rescue Plan Act (ARPA)
establishes the State and Local Fiscal Recovery Funds program (SLFRF), and


WHEREAS, Title IX, Subtitle M (Sec 9901) of the American Rescue Plan Act (ARPA) along
with Sec 605 of the Social Security Act, established the Local Assistance and Tribal Consistency
Fund (LATCF), and

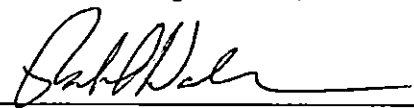
NOW, THEREFORE, BE IT RESOLVED, that both the State and Local Fiscal Recovery
Funds (SLFRF) and the Local Assistance and Tribal Consistency Funds (LATCF) shall be
deposited in the American Rescue Plan Act Fund (1900.000).

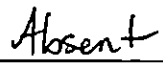
ADOPTED, this 22nd day of November _____, 2022.

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





Richard Mahat, Chair



Robert Hamlin, Vice-Chair


T.W. Lannen, Commissioner

ATTEST:


~~Debbie Slack~~, Clerk of the Board
Lisa Saekos

APPROVED AS TO FORM:


Adam Kick, Prosecuting Attorney

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	Commissioners	<i>Heidi B. Penner</i>
<u>AGENDA DATE</u>	February 14, 2023	
<u>SUBJECT</u>	ARPA Recovery Funds Award Terms	
<u>ACTION REQUESTED</u>	Ratify Award Terms	

SUMMARY/BACKGROUND

US Treasury required online portal submission for the ARPA funds. Once the funds were approved, a document with the award terms came out. The Treasurer's name appears on the document, because we had to provide banking information to Treasury. We need to now ratify the award and have the BOCC sign so we have our internal documents.

FISCAL IMPACT

\$2,346,981.00

RECOMMENDATION

Approve

LIST ATTACHMENTS

OMB Approved No. 1505-0271
Expiration Date: 11/30/2021

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address: Skamania County 240 NW Vancouver Ave Stevenson, Washington 98648-6447	DUNS Number: 017330861 Taxpayer Identification Number: 916001363 Assistance Listing Number and Title: 21.027
--	--

Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorizes the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

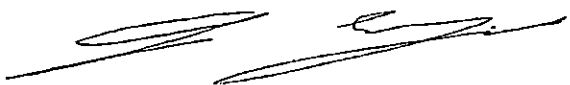
Recipients hereby agrees, as a condition to receiving such payment from Treasury, agrees to the terms attached hereto.

Recipient:

Authorized Representative Signature (above)

Authorized Representative Name: _____
Authorized Representative Title: _____
Date Signed: _____

U.S. Department of the Treasury:



Authorized Representative Signature (above)

Authorized Representative Name: Jacob Leibenluft
Authorized Representative Title: Chief Recovery Officer, Office of Recovery Programs
Date Signed: June 2, 2021

PAPERWORK REDUCTION ACT NOTICE
The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

**U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS**

1. Use of Funds.

- a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with sections 602(c) and 603(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.
- b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024.

3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury, as it relates to this award.

4. Maintenance of and Access to Records

- a. Recipient shall maintain records and financial documents sufficient to evidence compliance with sections 602(c) and 603(c), Treasury's regulations implementing those sections, and guidance regarding the eligible uses of funds.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
- c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of sections 602 and 603 of the Act, regulations adopted by Treasury pursuant to sections 602(f) and 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

- v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Recipient's noncompliance with sections 602 and 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of sections 602(c) or 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in sections 602(e) and 603(e) of the Act.

11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to Skamania County by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.

- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
- b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the Skamania County (hereinafter referred to as "the Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits. This assurance applies to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of this assurance apply to all of the recipient's programs, services and activities, so long as any portion of the recipient's program(s) is federally assisted in the manner proscribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit <http://www.lep.gov>.
4. Recipient acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any

personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property;

7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. That is, the Recipient shall comply with information requests, on-site compliance reviews, and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurance document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that he/she has read and understood its obligations as herein described, that any information submitted in conjunction with this assurance document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

Recipient

Date

Signature of Authorized Official:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

OMB Approved No. 1505-0271
Expiration Date: 11/30/2021

Coronavirus State & Local Fiscal Recovery Funds Application: SLT-5127

Printed Date: 5/27/2021

*Applicant responses are bold.

Recipient Information

Recipient Name: **Skamania County**

Recipient's Taxpayer ID Number: **916001363**

Recipient's DUNS Number: **017330861**

Recipient Address: **240 NW Vancouver Ave, Stevenson, Washington 98648-6447**

Entity Name: **Skamania County**

Authorized Representative / Point of Contact

Authorized Representative Name: **Vickie Clelland**

Authorized Representative Title: **Treasurer**

Authorized Representative Phone: **509-427-3757**

Authorized Representative Email: **clelland@co.skamania.wa.us**

Contact Person Name: **Heidi Penner**

Contact Person Title: **Financial Management Administrator**

Contact Person Phone: **509-427-3736**

Contact Person Email: **penner@co.skamania.wa.us**

Financial Institution Information

Routing Transit Number (Wire):

Routint Transit Number (ACH): **XXXXXX5054**

Recipient's Account Number: **XXXXXXX4106**

Financial Institution Name: **Umpqua Bank**

Financial Institution Address: **PO Box 340, Stevenson, WA 98648**

Financial Institution Phone: **509-842-9310**



SLFRF Second Tranche

SLT-5127

Recipient Information

Recipient Name: **Skamania County**

Recipient's Taxpayer ID Number: **916001363**

Recipient's UEI: **QGNENMA6UFU7**

Recipient Address: **240 NW Vancouver Ave, Stevenson, WA 98648-6447**

Recipient Type: **Local Government**

Authorized Representative / Point of Contact

Authorized Representative Name: **Vickie Clelland**

Authorized Representative Title: **Treasurer**

Authorized Representative Phone: **509-427-3757**

Authorized Representative Email: **clelland@co.skamania.wa.us**

Contact Person Name: **Heidi Penner**

Contact Person Title: **Financial Management Administrator**

Contact Person Phone: **509-427-3736**

Contact Person Email: **penner@co.skamania.wa.us**

Financial Institution Information

Routing Transit Number (Wire):

Routint Transit Number (ACH): **XXXXX5054**

Recipient's Account Number: **XXXXXX4106**

Financial Institution Name: **Umpqua Bank**

Financial Institution Address: **PO Box 340, Stevenson, WA 98648**

Financial Institution Phone: **509-842-9310**

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 TREASURER'S OFFICE

MISCELLANEOUS RECEIPT #G1027319

RECEIVED 06/28/2021

Received from TDP TREAS- ARPA GRANT
Received by clelland
Bank Umpqua - Main 4106
Memo ACH 06/07/2021 ARPA GRANT RES 2021-18 06/08/2021 NEW FUND SEE ATTACHED DOCUMENTATION VC

Cash	Checks	Dir Deposits	Warrants	Other	Change	Total
0.00	0.00	1,173,490.50	0.00	0.00	0.00	1,173,490.50

<u>Fund</u>	<u>Fund Name</u>	<u>Bars</u>	<u>Source</u>	<u>Explanation/Trans #</u>	<u>Amount</u>
1900.000	AMERICAN RESCUE PLAN ACT	331210270	ARPA GRANT	RES 2021-18 06/08/2021	1,173,490.50
				Total	1,173,490.50



SKAMANIA COUNTY TREASURER'S OFFICE

MISCELLANEOUS RECEIPT #G1032517

RECEIVED 06/09/2022

Received from TDP TREAS - ARPA GRANT
Received by kanderson
Bank Umpqua - Main 4106
Memo ACH DTD 06/09/2022. ARPA GRANT, 2ND & FINAL INSTALLMENT. PER RES 2021-18 06/08/2021, SEE ATTACHED DOCUMENTATION

Cash	Checks	Dir Deposits	Warrants	Other	Change	Total
0.00	0.00	1,173,490.50	0.00	0.00	0.00	1,173,490.50

<u>Fund</u>	<u>Fund Name</u>	<u>Bars</u>	<u>Source</u>	<u>Explanation/Trans #</u>	<u>Amount</u>
1900.000	AMERICAN RESCUE PLAN ACT	331210270	ARPA GRANT	RES 2021-18 06/08/2021	1,173,490.50
				Total	1,173,490.50

SKAMANIA COUNTY
RESOLUTION 2021-18

ESTABLISHMENT OF AMERICAN RESCUE PLAN ACT FUND

WHEREAS a request has been made by the Skamania County Auditor for the Skamania County Commissioners to establish a County Fund for the American Rescue Plan Act (ARPA) funds, and

WHEREAS, Title IX, Subtitle M (Sec. 9901) of the American Rescue Plan Act (ARPA) establishes the State and Local Fiscal Recovery Funds program, and

WHEREAS, these local fiscal recovery funds will cover qualifying expenses through December 31, 2024 to cover increased expenditures, replenish lost revenue and mitigate economic harm from the COVID-19 pandemic, along with any qualifying expenses as the U.S. Treasury issues more detailed guidance, and

WHEREAS, any unused funds must be expended or returned to the U.S. Treasury at the end of the covered period, and

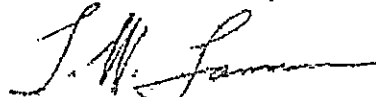
WHEREAS, the County Auditor and County Treasurer having established that the best practice would be to create a new fund to track the ARPA funds and duly determined a Special Revenue Fund is an appropriate fund type,

NOW, THEREFORE, BE IT RESOLVED, that the County Auditor is authorized to establish a Special Revenue Fund numbered 1900.000, and

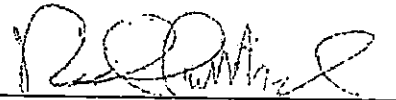
BE IT FURTHER RESOLVED, that said fund shall be known as the *American Rescue Plan Act Fund*, and the County Treasurer is hereby directed to establish said fund.

ADOPTED, this 7th day of June 2021.

BOARD OF COUNTY COMMISSIONERS
SKAMANIA COUNTY, WASHINGTON



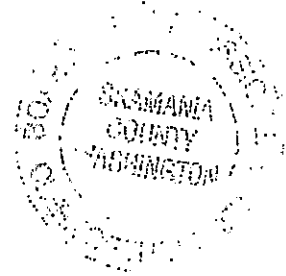
T.W. Lannen, Chair



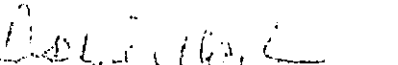
Richard Mahar, Vice-Chair



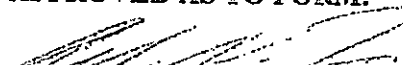
Robert Hamlin, Commissioner



ATTEST:


Debbie Slack, Clerk of the Board

APPROVED AS TO FORM:


Adam Kick, Prosecuting Attorney

SKAMANIA COUNTY BOARD OF COMMISSIONERS

240 NW Vancouver Ave.

Stevenson, WA 98648

June 8, 2021

Commissioner Meetings are open to public attendance with limited available seating to ensure physical distancing. Meeting attendees must wear a proper face covering and maintain 6 feet of physical distance between other persons. Seating will be on a first come, first serve basis. If there is more attendance than seating, you will be asked to leave the Courthouse and phone in using ZOOM with the following numbers:

1 346 248 7799 US

1 312 626 6799 US

1 646 558 8656 US

1 669 900 9128 US

1 253 215 8782 US

1 301 715 8592 US

Meeting ID: 889 0632 1210 – New Meeting ID as of 06/01/2021

Join Zoom Meeting

- Audio only from your computer <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. slack@co.skamania.wa.us When a holiday falls on Monday, the regular meeting is held on Wednesday of that week.

Tuesday, June 8, 2021

7:00 AM Staff Meeting

7:30 AM Call to Order, Pledge of Allegiance

Public Comment (3 minutes)

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

1. Acknowledge receipt of non-retail license renewal from Washington State Liquor and Cannabis Board for Loop De Loop Wines, LLC
2. Notice of liquor license application to the Washington State Liquor and Cannabis Board from Dollar General Store #22272
3. Resolution 2021-18, Establishment of American Rescue Plan Act fund
4. Minutes for meeting of April 27, 2021
5. Minutes for meeting of May 4, 2021
6. Contract with Camden Hill for design and layout of annual voters' pamphlet
7. Contract with US Forest Service to participate in maintenance work on the FS 90 road
8. Contract with Advanced American Construction for office trailers and staging area at Drano Lake

Voucher Approval

Payroll Approval


Community Events Specialist Job Description Amendment

Meeting Updates (May continue updates later in meeting if more time is needed)

CONTINUED ON NEXT PAGE

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 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

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	Noxious Weed Department	 Signature
<u>AGENDA DATE</u>	2/14/2023	
<u>SUBJECT</u>	K4371 Interagency Agreement with WSDA	
<u>ACTION REQUESTED</u>	Approval	

SUMMARY/BACKGROUND

Interagency agreement between WA State Department of Agriculture and Skamania County to control tree of heaven in Skamania County.

FISCAL IMPACT

The agreement will provide \$8,000 to Skamania County to furnish contracted services to perform the work set forth in the agreement.

RECOMMENDATION

Review and sign. Scan signed pages and send to Wendy DesCamp at wdescamp@agr.wa.gov

LIST ATTACHMENTS

One copy of contract K4371 for signature.

COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS

1. Contract Number K4371

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

3. Contractor Information: Contractor: Washington State Noxious Weed Board (WSDA)
Contact Person: Wendy DesCamp
Title:
Address: PO Box 42560
Address: Olympia, WA 98504-2560
Phone: 360-790-0172

4. Brief description of purpose of the contract and County's contracted duties:
Interagency Agreement between WSDA and Skamania County for Control in Skamania County.

5. Term of Contract: From: February 1, 2023 To: December 31, 2024

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) Chapter 39.34, Interlocal Cooperation Act

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: \$ 0.00
Amount Not Budgeted in Current Year \$ 8,000.00 Source:
Total Non-County Funds Committed: \$ 8,000.00 Source: WSDA
Total County Funds Committed: \$ 0
TOTAL FUNDS COMMITTED: \$ 8,000.00

8. County Contact Person: Name: Emily Stevenson
Title: Program Coordinator

9. Department Approval: 
Department Head or Elected Official Signature

10. Special Comments: sign, scan, and email to wdescamp@agr.wa.gov

**INTERAGENCY AGREEMENT
BETWEEN
WASHINGTON STATE DEPARTMENT OF AGRICULTURE
AND
SKAMANIA COUNTY
AND ITS AGENT
SKAMANIA COUNTY NOXIOUS WEED CONTROL BOARD**

THIS AGREEMENT is made and entered into by and between the Washington State Department of Agriculture (WSDA) and Skamania County and its agent, Skamania County Noxious Weed Control Board.

IT IS THE PURPOSE OF THIS AGREEMENT to provide Skamania County and its agent, Skamania County Noxious Weed Control Board, funding a project to survey for and control tree-of-heaven (*Ailanthus altissima*) within Skamania County.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

Skamania County through its agent, Skamania County Noxious Weed Control Board, shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work set forth in Attachment "A" which is attached hereto and incorporated herein.

PERIOD OF PERFORMANCE

Regardless of the date of signature and subject to its other provisions, this Agreement shall begin on February 1, 2023, and end on December 31, 2024, unless terminated sooner or extended by WSDA as provided herein through a properly executed amendment.

PAYMENT

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. The parties have determined that the cost of accomplishing the work herein will not exceed \$8,000.00. Only reasonable costs identified in Attachment "A", incurred directly related to the Skamania County Tree-of-Heaven Control Project, will be reimbursed to the Skamania County under this Agreement.

Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree in writing to a higher amount prior to the commencement of any work that will cause the maximum payment to be exceeded. Compensation for service(s) shall be as set forth in accordance with the budget in Attachment "B" which is attached hereto and incorporated herein.

BILLING PROCEDURE

Skamania County shall submit properly completed invoices quarterly to the WSDA Agreement administrator. **Reference WSDA Contract Number K4371 on all invoices.** Payment to Skamania County for approved and completed work will be made by warrant or account transfer by WSDA within 30 days of receipt of the properly completed invoice. If Contractor does not have an invoice template to request payment, Contractor can request a copy of a Certified State Invoice Voucher (Form A-19) from WSDA. Upon expiration of the Agreement, any claim for

payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year (June 30), whichever is earlier.

DUPLICATION OF BILLED COSTS

The Contractor shall not bill the Agency for services performed under this contract, and the Agency shall not pay the Contractor, if the Contractor has been or will be paid by any other source, including grants, for that service.

FUNDING CONTINGENCY

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to completion of the work in this Agreement, the Agency may:

- a. Terminate this Agreement with 10 days advance notice. If this Agreement is terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
- b. Renegotiate the terms of the Agreement under those new funding limitations and conditions.
- c. After a review of project expenditures and deliverable status, extend the end date of this Agreement and postpone deliverables or portions of deliverables. Or,
- d. Pursue such other alternative as the parties mutually agree to writing.

RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. Documents must also support performance and costs of any nature expended in the performance of this Agreement. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents and other material relevant to this Agreement will be retained for six years after expiration of the Agreement and the Office of the State Auditor, federal auditors and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond, consistent with applicable laws. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

RIGHTS IN DATA

Unless otherwise provided, data that originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by WSDA. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

INDEPENDENT CAPACITY

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

AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

SUBCONTRACTING

"Subcontractor" means one not in the employment of a party to this Agreement, who is performing all or part of those services under this Agreement under a separate contract with a party to this Agreement. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

Except as otherwise provided in the Agreement, the Contractor shall not subcontract any of the contracted services without the prior approval of the Agency. The Contractor is responsible to ensure that all terms, conditions, assurances and certifications set forth in this Agreement are included in any and all Subcontracts. Any failure of Contractor or its Subcontractors to perform the obligations of this Agreement shall not discharge Contractor from its obligations under this Agreement.

TERMINATION FOR CONVENIENCE

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

TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days of receipt of written notice. If the failure or violation is not corrected, this Agreement may be terminated immediately upon receipt of written notice of the aggrieved party to the other.

CONFLICT OF INTEREST

WSDA may, by written notice to Skamania County, terminate this Agreement if it is found after due notice and examination by the Director of the Department of Agriculture, and/or the designee authorized in writing to act on the Director's behalf, that there is a violation of the State Ethics Law, chapter 42.52 RCW; chapter 42.23 RCW; or any similar statute involving Skamania County in the procurement of or performance under this Agreement. Unless stated otherwise, the signatory of this Agreement is the Director's designee.

In the event this Agreement is terminated as provided above, WSDA shall be entitled to pursue the same remedies against Skamania County and its agent, Skamania County Noxious Weed Control Board, as it could pursue in the event of a breach of the Agreement by Skamania County and its agent, Skamania County Noxious Weed Control Board. The rights and remedies of WSDA provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the Director of the Department of Agriculture, and/or the designee authorized in writing to act on the Director's behalf, makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this Agreement.

DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto.

GOVERNING LAW AND VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought under this Agreement shall be in Superior Court for Thurston County.

ASSURANCES

The parties agree that all activity pursuant to this Agreement shall be in accordance with all applicable federal, state and local laws, rules, and regulations as they currently exist or as amended.

LICENSING, BONDING, INDUSTRIAL INSURANCE AND OTHER INSURANCE COVERAGE

Skamania County and its agent, Skamania County Noxious Weed Control Board, shall ensure that all contractors hired to perform services under this Agreement shall comply with all applicable licensing and bonding requirements for the type of service to be performed, and with the provisions of Title 51, Industrial Insurance. Skamania County and its agent, Skamania County Noxious Weed Control Board, shall also ensure that all contractors provide proof of an adequate amount of commercial general liability insurance coverage for the activities to be performed under any subcontract.

ORDER OF PRECEDENCE

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

- a. Applicable state and federal statutes and rules;
- b. Terms and conditions contained within this Contract;
- c. Plan of Work (Attachment A);
- d. Budget (Attachment B); and
- e. Any other provisions of the Agreement, including material incorporated by reference.

ASSIGNMENT

Skamania County and its agent, Skamania County Noxious Weed Control Board, is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Agreement are carried forward to any subcontracts. In no event shall the existence of any subcontract operate to release or reduce the liability of Skamania County and its agent, Skamania County Noxious Weed Control Board, to WSDA for any breach in the performance of Skamania County and its agent, Skamania County Noxious Weed Control Board's duties.

WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement. Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing signed by an authorized representative of the party and attached to the original Agreement.

SEVERABILITY

If any term or condition of this Agreement is held invalid, such invalidity shall not affect the validity of the other terms or conditions of this Agreement.

ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

CONTRACT MANAGEMENT

The Agreement administrator for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Agreement administrator for WSDA is:

Wendy DesCamp
Washington State Dept. of Agriculture
Plant Protection Division
PO Box 42560
Olympia, Washington 98504-2560
(360) 790-0172
wdescamp@agr.wa.gov

The Agreement administrator for Skamania County is:

Emily Stevenson, Program Coordinator
Skamania County Noxious Weed Control Board
PO Box 369
Stevenson, WA 98648
(509) 427-3941
estevenson@co.skamania.wa.us

All communications between the parties relating to this Agreement and any billings and payments will be directed to those persons. Either party may change administrators by notifying the other in writing.

IN WITNESS WHEREOF, the parties have executed this Agreement.

STATE OF WASHINGTON
DEPT. OF AGRICULTURE

SKAMANIA COUNTY

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Dated this _____ day of _____ 2023..

ATTEST:

**BOARD OF COMMISSIONERS
SKAMANIA COUNTY, WASHINGTON**

T.W. Lannen, Chairman

Richard Mahar, Commissioner

Lisa Sackos, Clerk of the Board

Asa Leckie, Commissioner

Approved as to form only:

Adam Kick,
Skamania County Prosecuting Attorney

Aye _____
Nay _____
Abstain _____
Absent _____

ATTACHMENT A
Plan of Work
Skamania County
and its agent Skamania County Noxious Weed Control Board
Tree-of-Heaven Control Project
February 1, 2023 to December 31, 2024

County Control Criteria:

Skamania County through its agent, Skamania County Noxious Weed Control Board, will conduct survey for and control of tree-of-heaven located within Skamania County.

Minimum work specifications:

Skamania County staff and/or subcontractors will use an integrated weed management approach, in conjunction with the best management practices for the control of tree-of-heaven. All control methods will be employed consistent with the laws, rules and regulations of Washington State, Skamania County, the Noxious Emergent Plant Management Environmental Impact Statement (EIS) first published in November 1993, and all subsequent amendments to the EIS.

Skamania County, or subcontractors to Skamania County, must enter into a contract with WSDA under which Skamania County, or subcontractors to Skamania County, act as limited agents to carry out noxious and quarantine weed control for WSDA under the "National Pollutant Discharge Elimination System (NPDES) - Aquatic Noxious Weed Control General Permit" prior to the performance of any activity pursuant to this Agreement that discharges herbicides indirectly into streams, rivers, estuaries, wetlands, along lake shorelines, or in other wet areas. If Skamania County, or subcontractors to Skamania County, carries out aquatic noxious weed control by chemical treatments directly into fresh water (lakes, streams, and rivers), then the "National Pollutant Discharge Elimination System (NPDES) - Aquatic Plant and Algae Management General Permit", must be obtained prior to the performance of any activity pursuant to this Agreement from the Washington State Department of Ecology. Treatments under either permit may only occur at times allowed under provisions of the NPDES permit and must comply with conditions specified in such permit.

The Skamania County Project Coordinator will work closely with the WSDA Noxious Weed Coordinator. Work will only take place on property for which the Skamania County Noxious Weed Control Board has obtained prior written permission for entry and treatment. Skamania County Noxious Weed Control Board will also provide access to these properties for the WSDA Noxious Weed Coordinator if requested by WSDA.

Program Needs Provided by WSDA:

WSDA may furnish herbicide, surfactants and equipment as the WSDA Noxious Weed Coordinator deems necessary. All unexpended items remain the property of WSDA.

Expenditures:

The funds provided for the Skamania County Tree-of-Heaven Control Project will primarily go towards contracted services. All supplies furnished by WSDA will be used in Washington State and under the supervision of county personnel. An inventory list will be furnished to WSDA

upon request. Items such as computer programs, models, food and beverage, or other costs not specified in this document will not be reimbursed unless the expenditure is specifically authorized in advance in writing by WSDA.

Coordination:

The Skamania County Tree-of-Heaven Control Project will be coordinated with state, local and private control efforts.

Deliverables:

The county noxious weed coordinator or program manager will submit a written report to the WSDA agreement administrator, documenting the work conducted to complete this project. The report is due January 15, 2025, and will include the following:

- Date(s) of surveying and control activities,
- Type of control conducted,
- Solid acres (or square feet or number) of each noxious weed treated,
- GPS derived locations of any noxious weed locations,
- Difficulties encountered (if any)
- Number and type of landowners assisted (if any),
- Photo documentation of selected sites, including before and after treatment photos.

Final payment under this Agreement will not be made until the final report is accepted by WSDA.

These deliverables are separate from and in addition to any reporting requirements associated with limited agent status under WSDA's Aquatic Noxious Weed Control NPDES General Permit coverage.

**ATTACHMENT B
Budget
Skamania County
and its agent Skamania County Noxious Weed Board
Noxious Weed Control Project
February 1, 2023 to December 31, 2024**

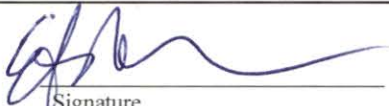
Total payment to Skamania County and its agent Skamania County Noxious Weed Control Board will not exceed \$8,000.00.

1. Salaries and benefits.....	\$0.00
2. Supplies and equipment	\$0.00
3. Travel	\$0.00
4. Contracted services.....	\$8,000.00
5. Indirect	\$0
TOTAL:	\$8,000.00

If the total cost of a budget category varies by more than 10% from what is listed above, written approval via email with the WSDA Agreement Administrator is required.

Reimbursement for travel expenditures shall not exceed allowable costs as set forth in Washington State travel regulations, contained in the Office of Financial Management State Administrative and Accounting Manual, Chapter 10, Section 90.

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	Noxious Weed Department	 Signature
<u>AGENDA DATE</u>	2/14/23	
<u>SUBJECT</u>	Noxious Weed Board Member Nominations	
<u>ACTION REQUESTED</u>	Appointment of Board Members	

SUMMARY/BACKGROUND

Noxious Weed Board member terms for Zones 1, 4, and 5 expire March 31, 2023. Following a public hearing and reviewing applications, the current weed board recommends Ken Bajema to be appointed as the Zone 4 representative and Larry Willson to be appointed as the Zone 5 representative. (There were no applicants from Zone 1.)

FISCAL IMPACT

N/A

RECOMMENDATION

Per RCW 17.10.050, the county legislative authority, within sixty days of receiving the list of nominees, shall appoint one of the nominees for each vacant/expiring zone to the county noxious weed control board.

LIST ATTACHMENTS

Applications
Nomination Letter



SKAMANIA COUNTY NOXIOUS WEED CONTROL BOARD

"Making a Difference in Skamania County"

704 SW Rock Creek Drive
P. O. Box 369
Stevenson, WA 98648
(509) 427-3941, Fax (509) 427-0139
estevenson@co.skamania.wa.us
Emily Stevenson, Program Coordinator
www.skamaniacounty.org/noxious-weeds

Directors:

Sally A. Newell, *District 1*
Steve Hansen, *District 2*
Kenneth Cole, *District 3*
Kenneth Bajema, *District 4*
Larry Willson, *District 5*
Hannah Brause, *WSU-Extension*

February 7, 2023

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

RE: Noxious Weed Control Board Zones Four and Five Appointments

Dear Commissioners,

The appointments of districts one, four and five for Noxious Weed Control Board members expire March 31, 2023. In accordance with RCW 17.10, these appointed volunteer positions were advertised to the public to find interested citizens willing to represent weed control issues from their area of residence.

After reviewing applications, the Skamania County Noxious Weed Control Board recommends:

Ken Bajema to be reappointed to the position of district four; and
Larry Willson to be reappointed to the position of district five.

Attached you will find applications for appointment. No applications were received for District one.

Thank you for your continued support to our board, staff members, and mission of noxious weed control throughout Skamania County.

A handwritten signature in blue ink, appearing to read "Emily Stevenson", with a long, sweeping underline.

Emily Stevenson
Program Coordinator



**Application for Appointment to the
Skamania County
Noxious Weed Control Board**

1) Name KEN BAJEMA

Telephone [REDACTED]

Resident Address [REDACTED]

Mailing Address, if different _____

2) Are you engaged in the primary production of agricultural products?
Yes No If yes, please give a brief description of your agricultural production activity.

Own and operate a commercial Holly business,
growing and selling English Holly products.
Maintain a herd of Belted Galloway cattle and sell
breeding animals and beef. Produce grass hay and maintain Pasture law

3) Please give a brief description of your background and why you are seeking appointment to the Skamania County Noxious Weed Control Board (you may attach additional pages if necessary.)

I have more than 40 years of agricultural experience
and involvement in control of weeds both as a farmer
and professional positions. Previous role as
Weed Board member.

4) Provide signatures of at least ten (10) registered voters who reside within your weed control district (see attached boundary description) in support of your application. Please use the signature list attached to this form.

Any questions should be directed to the Noxious Weed Control Program office at (509) 427-3941. Completed applications must be submitted to:
Skamania County Noxious Weed Control Board, PO Box 369, Stevenson, WA 98648.

Application for Appointment to the
Skamania County
Noxious Weed Control Board

Registered Voters Residing in District and Supporting this Applicant for Appointment

Name (Please print/type)	Signature	Address
1) Keith D Johnson	<i>Keith D Johnson</i>	[Redacted]
2) Wanell Johnson	<i>Wanell Johnson</i>	[Redacted]
3) Tracy Denise Proffers	<i>Tracy Denise Proffers</i>	[Redacted]
4) Kurt Johnson	<i>Kurt Johnson</i>	[Redacted]
5) Shantel Carlson	<i>Shantel Carlson</i>	[Redacted]
6) Aubrey Kraft	<i>Aubrey Kraft</i>	[Redacted]
7) Fran Ford	<i>Fran Ford</i>	[Redacted]
8) Michael Carlson	<i>Michael Carlson</i>	[Redacted]
9) Sahara Gonzales	<i>Sahara Gonzales</i>	[Redacted]
10) Abbie Dee Bajema	<i>Abbie Dee Bajema</i>	[Redacted]

NOTE: State law requires no fewer than the signatures of ten (10) registered voters residing in the district for which appointment is to be made. Additional signatures, names and addresses may be attached.

Any questions should be directed to the Noxious Weed Control Program office at (509) 427-3941. Completed applications must be submitted to:
Skamania County Noxious Weed Control Board, PO Box 369, Stevenson, WA 98648.

Applicant signature *Ken Staj*

Date 9/27/2023



**SKAMANIA COUNTY BOARD
OF COMMISSIONERS**

Skamania County Courthouse
240 NW Vancouver Ave | PO Box 790
Stevenson, WA 98648

(509)427-3700

Richard Mahar
District 1

Tom Lannen
District 2

Asa Leckie
District 3

February 14th, 2023

Ken Bajema


Dear Mr. Bajema:

We are pleased to inform you that on February 14th, 2023, the Board of County Commissioners re-appointed you to serve in Position 4 on the Noxious Weed Control Board. This position is a four-year term that will expire on March 31, 2027.

Thank you for your continued interest in serving on this Board.

Sincerely,

T.W. Lannen
Chair

Cc: Noxious Weed Control Board





**Application for Appointment to the
Skamania County
Noxious Weed Control Board**

1) Name LARRY WILLSON

Telephone [REDACTED]

Resident Address [REDACTED]

Mailing Address, if different _____

2) Are you engaged in the primary production of agricultural products?
Yes No If yes, please give a brief description of your agricultural production activity.

CATTLE - GRASS FED - SOME Hay

3) Please give a brief description of your background and why you are seeking appointment to the Skamania County Noxious Weed Control Board (you may attach additional pages if necessary.)

Long time Member of SKAMANIA CO. WEED BOARD - FAMILIAR with INVASIVE weed Control in this County -

4) Provide signatures of at least ten (10) registered voters who reside within your weed control district (see attached boundary description) in support of your application. Please use the signature list attached to this form.

Any questions should be directed to the Noxious Weed Control Program office at (509) 427-3941. Completed applications must be submitted to:
Skamania County Noxious Weed Control Board, PO Box 369, Stevenson, WA 98648.

Application for Appointment to the
Skamania County
Noxious Weed Control Board

Registered Voters Residing in District and Supporting this Applicant for Appointment

Name (Please print/type)	Signature	Address
1) Judy Willson	[Redacted]	[Redacted]
2) Rosie Roth	[Redacted]	[Redacted]
3) John [Redacted]	[Redacted]	[Redacted]
4) Tyti Perkins	[Redacted]	[Redacted]
5) Megan Purkayajal	[Redacted]	[Redacted]
6) Belinda Hazle	[Redacted]	[Redacted]
7) Lisa Hafd	[Redacted]	[Redacted]
8) Dawn Hays	[Redacted]	[Redacted]
9) Emanuel V Hart	[Redacted]	[Redacted]
10) Steve Carroll Skamm	[Redacted]	[Redacted]
(11) Celine Smith	[Redacted]	[Redacted]

NOTE: State law requires no fewer than the signatures of ten (10) registered voters residing in the district for which appointment is to be made. Additional signatures, names and addresses may be attached.

Any questions should be directed to the Noxious Weed Control Program office at (509) 427-3941. Completed applications must be submitted to:
Skamania County Noxious Weed Control Board, PO Box 369, Stevenson, WA 98648.

Applicant signature Russell W. Wilson

Date 2-4-23



**SKAMANIA COUNTY BOARD
OF COMMISSIONERS**

Skamania County Courthouse
240 NW Vancouver Ave | PO Box 790
Stevenson, WA 98648

(509)427-3700

Richard Mahar
District 1

Tom Lannen
District 2

Asa Leckie
District 3

February 14th, 2023

Larry Wilson

[REDACTED]
Washougal, WA 98671

Dear Mr. Wilson:

We are pleased to inform you that on February 14th, 2023, the Board of County Commissioners re-appointed you to serve in Position 5 on the Noxious Weed Control Board. This position is a four-year term that will expire on March 31, 2027.

Thank you for your continued interest in serving on this Board.

Sincerely,

T.W. Lannen
Chair

Cc: Noxious Weed Control Board





City of
NORTH BONNEVILLE

P.O. Box 7 North Bonneville, WA 98639 (509)427-8182

January 25, 2023,

ATTN: Lisa Sackos
RE: Mosquito Board


Hello Lisa,

The City of North Bonneville would like to confirm that Tom Jermann will continue as our representative for the Mosquito Board in 2023.

Sincerely,

Brian Sabo
Mayor

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	Public Works _____	 _____
	Department	Signature
<u>AGENDA DATE</u>	February 14, 2023 _____	
<u>SUBJECT</u>	CRAB Road Levy Certification _____	
<u>ACTION REQUESTED</u>	Approve Submittal Certification Signature _____	

SUMMARY/BACKGROUND

CRAB annually requires submittal of the current year's County Road Levy Certification form by March 1st, 2023. County staff has prepared the form for submittal.

FISCAL IMPACT

None

RECOMMENDATION

It is recommended that the Board of Commissioners approve the 2023 Road Levy Certification form and ratify the submittal signatures.

LIST ATTACHMENTS

Certification Signature Form
2023 Road Levy Certification Form

Skamania County
Certification of the 2023 Road Levy and Estimated Revenue Produced
WAC 136-150-021

Total County Valuation: \$2,465,331,342

Road District Valuation: \$1,961,062,075

Highest Lawful Road Levy:

Line I, Highest Lawful Levy Calculation form, DOR form REV 64-0007 (7/30/2019)

\$2,107,761

County Road Levy Shifted to Current Expense (per RCW 84.52.043):

\$0

Adjusted Highest Lawful Road Levy:

\$2,107,761

Actual Adopted/Established Road Levy:

(Levy Fixed in Accordance with RCW 36.40.090)

\$2,107,761

Do not include any refund levy amounts

Banked Capacity to Carryover to 2024:

(Road District Only)

\$0

County Road Property Tax Revenues Diverted For Other Unincorporated Purposes in Accordance with
RCW 36.33.220, RCW 39.89, or RCW 84.55.050:

Service to be Provided	Diverted \$/Thousand	Diverted Levy Amount
Total Diverted Road Levy:	\$	\$0
Road Levy Revenue Remaining for Roads (RCW 36.82.040)	\$1.074806	\$2,107,761

Road Funds Budgeted to be used for Traffic Law Enforcement

Traffic Law Enforcement Funded Through Operating Transfer (per agreement): \$0

Traffic Law Enforcement Funded Through Direct Payment (cost reimbursement): \$0

Total Budgeted Road Fund Expenditures for Traffic Enforcement: \$0

Reporting of Diverted Road Levy and budgeted Road Fund Expenditures for Traffic Law Enforcement amounts are both required in order to ascertain county eligibility for RATA funds. (see [WAC 136-150-030](#))

Note: WAC 136-150-021 provides that “The CRABoard will request that every county legislative authority submit a certification showing the amount of the road levy fixed and the amount, if any, budgeted in accordance with RCW 36.33.220 for traffic law enforcement and/or any other purpose from diverted road levy no later than March 1st of each year”.

**Skamania County
Calendar Year 2023
Digital Submittal Certification
for Forms Due March 1st**

The documents checked below are hereby submitted from Skamania County for the review and acceptance of the County Road Administration Board.

✓ Road Levy Certification for 2023

I hereby certify that the above reports are true and accurate and that I have reviewed, approved, and submitted said reports to the County Road Administration Board in accordance with WAC 136-04. By my signature below, I acknowledge that I am signing all the documents indicated by the checked boxes.

Chair / Executive Signature

Date

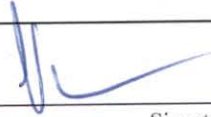
Sadi Stord-Peterson, P.E.

County Engineer Signature

2/14/2023

Date

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	Public Works - ER&R	
<u>AGENDA DATE</u>	February 14, 2023	Signature
<u>SUBJECT</u>	<u>Radio Maintenance Contract 4th Renewal 2023</u>	
<u>ACTION REQUESTED</u>	<u>Sign Contract for 4th Additional Term</u>	

SUMMARY/BACKGROUND

Skamania County has been under contracted services since 2005 with Day Wireless providing maintenance for our communication system. Since the Radio Upgrade Project was completed it has added services to the main contract that need to be addressed.

- 2013-2015 Original Contract with Day Wireless
- Renewal #1 2015-17 Radio Maintenance Contract
- Renewal #2 2017-19 Radio Maintenance Contract
- Renewal #3 2019-21 Radio Maintenance Contract

Total Radio Contract \$65,460.00 Annually

Term of Renewal is two (2) years with the possibility of amending for additional five (5) like terms, this will be the 4th renewal with one (1) term left. Contract will need to be renegotiated in 2025.

FISCAL IMPACT

This Renewal will continue the coverage provided by Day Wireless on Skamania County Communications Radio Maintenance Contract

RECOMMENDATION

Board of County Commissioners approves Renewal #4 on the Skamania County Communications Radio Maintenance Contract with Day Wireless.

LIST ATTACHMENTS

Face Sheet
Contract

This Renewal #4 is to continue the Radio Maintenance Contract with Day Wireless for the 2023 term, at the end of the year (2023) we will extend this contract per Section IX. Terms of the Original Agreement for its last two (2) term that Skamania County will need to renegotiate with Day Wireless in 2025.

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

Chair

Commissioner


Commissioner

Date

ATTEST:

Clerk of the Board

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	Public Works - ER&R  Signature
<u>AGENDA DATE</u>	February 24, 2015
<u>SUBJECT</u>	<u>Radio Maintenance Contract Amendment 1</u>
<u>ACTION REQUESTED</u>	<u>Amend contract to add additional funding</u>

SUMMARY/BACKGROUND

Skamania County has been under contracted services since 2005 with Day Wireless providing maintenance for our communication system. Since the Radio Upgrade Project is complete, all the newly installed equipment has been inventoried, tagged and added to the data base.

Day Wireless has completed all installs and upgrades, and currently following through with normal routine maintenance on all sites.

FISCAL IMPACT

This Amendment will add additional funding to cover the 2015 cost of Radio Maintenance Contract.

RECOMMENDATION

That the Board of County Commissioners approves Amendment 1 on the Skamania County Communications Radio Maintenance Contract.

LIST ATTACHMENTS

Contract

COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS

1. Contract Number Radio Maintenance Contract

2. Contract Status: (Check appropriate box) Original Renewal 1 Amendment

3. Contractor Information: Contractor: Day Wireless Systems
Contact Person: Chris Fraley
Title: Manager
Address: 1721 NE 64th Ave. Suite 100
Address: Vancouver, WA 98661
Phone: (360) 256-9444

4. Brief description of purpose of the contract and County's contracted duties: The Contractor shall perform all work; furnish all tools and test equipment necessary to perform all radio maintenance, preventative maintenance, equipment removal and installation.

5. Term of Contract: From: 02/24/2015 To: 12/31/2015

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)

7. Budget Committed in Current Year: \$ 65,460.00
Amount Not Budgeted in Current Year: \$ Source: _____
Total Non-County Funds Committed: \$ Source: _____
Total County Funds Committed: \$
TOTAL FUNDS COMMITTED: \$ 65,460.00

8. County Contact Person: Name: Larry Douglass
Title: Public Works Director

9. Department Approval: 
Department/Head or Elected Official Signature

10. Special Comments: _____

**SKAMANIA COUNTY COMMUNICATIONS
RADIO MAINTENANCE CONTRACT**

This agreement, entered into on the 30 day of December 2013, by and between SKAMANIA COUNTY, hereinafter referred to as the "County", MILL A SCHOOL DISTRICT No. 31, STEVENSON-CARSON SCHOOL DISTRICT NO. 303, AND SKAMANIA SCHOOL DISTRICT NO. 2, collectively hereinafter referred to as the "Districts", AND, Day wireless hereinafter referred to as the "Contractor",

WITNESSETH:

That in consideration of the mutual covenants, prices and terms delineated in this agreement, to be made and performed by the parties hereto, the parties hereto covenant and agree as follows:

I. PARTICIPATION OF PUBLIC ENTITIES

A. All of the public entities that are parties to this agreement hereby designate as their representatives for the contract, the following:

1. Skamania County Sheriff's Office...Undersheriff
2. Skamania County Public Works...Public Works Director
3. Mill A School District
4. Stevenson-Carson School District
5. Skamania School District

B. Further, the parties hereby collectively designate the Skamania County Undersheriff or his designee, as the "Contract Manager" and authorize said coordinator to request maintenance, protective maintenance, and equipment removal and installation services from the Contractor as determined to be needed by the Contract Manager or his designee. Provided, all such requests shall be in writing or, in the event of an emergency, such requests may be made orally with a written memo following within 72 hours of said emergency oral request.

II. EQUIPMENT LIST

Communication equipment and accessories, which the Contractor shall maintain, perform preventative maintenance on, remove and/or install, consists of all equipment list in Attachment "A", therein after known as Skamania County equipment, and also includes all accessories including wiring harnesses, lightbars, sirens, control heads, microphones

and speakers, portable radio sirens, public address systems, solar electric switching equipment and monitor scanning radios.

III. CONTRACTOR ASSURANCES

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

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

C. The parties agree the Contractor is an Independent contractor, and not an employee or agent of the County or Districts. The Contractor is responsible for its own employer/employee benefits such as Workmen's Compensation, Social Security, Unemployment, and health and welfare insurance. The parties agree that the Contractor's personal labor is 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 shall provide the Contract Manager with an intent to pay prevailing wages prior to submitting first application for payment; 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.

D. The Contractor represents that it is capable of providing the services contracted for and that it is a usual business of the Contractor to provide such services and that the Contractor has a minimum 5 years experience working on the Motorola and other brand equipment listed in Attachment "A".

E. The Contractor shall not discriminate against any employee or applicant for employment or program participation because of race, color, religion, age, sex, national origin or disability.

F. 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.

IV CONTRACTOR INSURANCE

A. The Contractor agrees to save the public agencies that are parties of this agreement harmless from any liability that might otherwise attach to the public agencies arising out of any activities of the Contractor pursuant to this contract and resulting from the Contractor's negligence.

B. The Contractor agrees to provide the County with evidence of liability insurance naming the contracted agencies as additionally insured in the amount of \$1,000,000.00.

V. INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the contracted agencies and their 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 contracted agency.

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 contracting agency or its agents or employees, then the Contractor expressly and specifically agrees to hold the contracting agency harmless to the extent of the Contractor or its agents and employees concurrent negligence.

The Contractor represents that all employees and sub-contractors are covered under industrial insurance in compliance with R.C.W., title 51.

VI. CONTRACTOR RESPONSIBILITIES

A. The Contractor shall perform all work; furnish all tools and test equipment necessary to perform all radio maintenance, preventative maintenance, equipment removal and installation in accordance with the specifications set out herein, except where noted otherwise in this contract.

B. Maintenance

1. Maintenance of all Skamania County radio equipment, as provided in Section II of this contract, shall be performed as needed to maintain equipment in optimum operation. Maintenance shall be performed during normal working hours defined as 0800 hours to 1630 hours, Monday through Friday excluding weekends and listed holidays. (Except for emergency service as defined elsewhere herein).
 2. The Contractor shall maintain all radio equipment listed on Attachment "A", and as modified or to meet original manufacturer specifications, or as otherwise indicated herein.
 3. In the event that any piece of equipment from Attachment "A" is removed from service the Contractor shall advise the appropriate agency representative. If the equipment cannot be repaired within (7) days the contractor shall notify the appropriate agency representative of the reasons and estimated time required to repair and replace said equipment to operation.
 4. For other than routine and preventative maintenance, the Contractor shall perform services requested in writing by the appropriate agency representative. The Contractor shall only respond to a verbal request in the case of an emergency as defined elsewhere herein.
 5. The Contractor shall respond to any request for non-emergency services within seven (7) days of the request by the appropriate agency representative.
 6. All radio equipment, associated equipment, and accessories, shall, whenever possible, be serviced within Skamania County. Service required outside the County will be coordinated with the Contract Manager.
 7. In the event that access to repeaters is not available by conventional 4-wheel drive vehicles, Skamania County shall provide such transportation, as it deems necessary.
 8. All repeaters, central control base station, console units and critical mobile radios (as determined by the Contract Manager) will be maintained on a 24-hour - seven (7) day per week basis.
- C. Preventative Maintenance
1. All communication equipment listed on Attachment "A" shall have pre-scheduled routine equipment checks. Preventative maintenance checks shall be performed on an annual basis or as otherwise noted in this agreement. All repeaters will be thoroughly winterized during the annual maintenance, which will occur during the month of September.

2. Preventative maintenance checks shall include (but are not limited to) inspections and tests for receiver and transmitter alignment, mechanically aligned and secured parts and connections, VSWR of antenna and cable system, damage to equipment, worn or frayed parts, corrosion, specified gravity of batteries, battery fluid levels, fuel system, electrical continuity of external circuits, and other test and inspections to assure continued optimum operation. Equipment shall be cleaned and lubricated as required.

3. Contractor shall record all measurements regarding equipment as to the operational status before and after any repairs or adjustments are made. Recorded measurements shall include (but are not limited to) deviation, modulation, transmitter output power, frequency error, "private line" frequency tolerances, receiver sensitivity, and receiver quieting. Records of measurements shall include manufacturer's name, description of equipment, model and serial number. Records shall be submitted to the Contract Manager upon completion.

4. During preventative maintenance Contractor shall make all corrective repairs and adjustments to optimize operational performance of the equipment and the system.

5. All School District radio equipment shall have preventative maintenance checkups performed on an annual basis during the summer months and completed prior to the first day of school beginning at the fall term.

6. Portable radio Nicad battery packs will be checked for capacity, shorted cells, and defective charging contacts. Annually, the batteries will be "deep cycled" to prevent incomplete charging or "memory effect".

7. The Contractor shall coordinate with the Contract Manager to schedule mobile radio preventative maintenance checks. Notification shall be made at least 24 hours in advance of the visit to permit scheduling of the vehicles and/or equipment to be available to the contractor. The Contractor shall notify the Contract Manager at least 12 hours in advance if a scheduled visit cannot be made. To coordinate inspection of units, a checklist shall be kept at the Contract Manager's office. The list shall indicate the manufacturer's name, serial and model number, description of equipment, and the location of listed equipment.

D. Equipment Removal

1. The removal of radio equipment will include all accessories and miscellaneous items utilized with a radio. This service will be on a time and material basis at the standard hourly rate listed on Attachment "B".

2. Maintenance checks shall be made on all equipment removed, prior to being placed back into inventory, at no additional charge to the County and/or public agencies a party hereto.

3. ER&R Equipment shall be returned in a complete package to the Contract Manager for inventory control purposes. The Public Works Director will secure a storage location for all ER&R Radios. Radios that were not purchased by ER&R will be returned to the owner/Agency.

4. Records of removal, including serial and model numbers, and description of equipment, manufacturer, shall be filed with the Contract Manager upon completion.

E. Installations

1. The installation of equipment and accessories shall include all required tests, operations, and all necessary miscellaneous hardware and other installation materials required to complete work and make equipment fully operational as intended by the County and/or appropriate agency and to manufacturer's specifications. This service will be on a time and material basis at the standard hourly rate listed on Attachment "B".

2. All major pieces of radio equipment and accessories will be supplied by the requesting agency or the Contract Manager if owned by ER&R.

3. Prior to commencing installation of equipment and/or accessories, the Contractor shall submit a "not to exceed" price quote and a description of work to be done. All work completed shall meet the requirements of federal, state and local government standards and codes.

4. After completion of the installation of the equipment and accessories, the Contractor shall perform routine operational tests as necessary to insure proper installation and verify proper operation. Routine tests shall include (but not be limited to) inspections and tests for receiver and transmitter alignment, mechanically aligned and secured parts and connections, damage to equipment, worn or frayed parts, corrosion, electrical continuity of external circuits and other such tests as required. Operational tests shall include those necessary to verify the satisfactory operation of individual pieces of equipment and accessories.

5. Upon completion, all installations shall be approved by the appropriate representative.

F. The Contractor shall maintain an adequate inventory of materials, parts and supplies to maintain radio equipment and accessories in optimum operational performance and manufacturers original specifications with minimal down time to the equipment. All parts, materials and supplies for repairs and installations above and beyond the contract, shall be charged to the County and/or appropriate public agency at the standard commercial rates then in existence.

G. In the event the Contractor, in making any repairs, preventative maintenance and installation under this contract, finds that repairs to equipment are needed as a result of damage, which is beyond normal maintenance, the Contractor shall notify the agency for whom work is being performed prior to continuation of repair. The Contractor shall record finding as to cause and make recommendations for possible prevention. Labor rates for damaged equipment shall be charged to the County and/or appropriate public agencies at the maintenance rate listed on Attachment "B".

H. The Contractor agrees that all services herein specified shall be performed in a professional manner promptly upon request, or according to the agreement specified herein.

I. The Contractor shall maintain records and copies of all radio licenses. The Contractor shall advise and assist the County and/or public agencies in filing for any expiring or new and pending radio license with frequency coordinating agencies and the Federal Communications Commission.

J. The Contractor shall respond to any request for emergency service within 4 hours after initial contact or as otherwise agreed to by the appropriate representative at the time of the request. (Emergency service is defined as a period outside of normal working hours, weekends, and listed county holidays.)

K. The Contractor shall provide field technical support and engineering support from the equipment manufacturer at no charge to the county.

L. The Contractor shall return all records of maintenance, preventative maintenance, and removal and installation of equipment to the appropriate agency upon completion of service(s) or as otherwise specified herein.

M. The repeaters, base stations and dispatch consoles for this system are priority. The Contractor is to visit the repeater and console sites and to familiarize themselves and its employees with the sites and conditions under which the work is to be performed. Failure to visit the site will in no way relieve the Contractor from the necessity of performing any and all work required to complete the contract in strict accordance with

the true intent and meaning of the specifications without additional cost to the County government. The repeaters for this system are located at: (1) Lookout Mountain, (2) Defiance Mountain, (3) Red Mountain, (4) Skamania Mountain, and (5) Augsberger Mountain.

N. A semi-annual quality control evaluation of service will be performed by the Contractor and Coordinator. Quality control personnel shall be licensed in the field of radio communications with experience in radio equipment repair and maintenance. The Contractor, the County, and agencies thereof, shall be advised, in writing, as to the findings and appropriate action as to correction.

O. The Contractor shall maintain the radio equipment listed in Attachment "A", as modified or amended in writing and agreed to by the parties. Whenever possible, the Contractor shall furnish labor and/or materials and parts, under manufacturers warranty program(s).

VII. ASSIGNABILITY

The Contractor shall not assign any interest in this contract and shall not transfer any interest in the same without prior written approval by the radio maintenance coordinator.

VIII. PAYMENT FOR SERVICES

A. Payment for contracted services shall be based on submission, by the Contractor to the County, of quarterly invoices describing the services performed in sufficient detail to enable the County to adequately certify the services performed.

B. Payment by the County is due within thirty (30) days of submission of accepted detailed invoice.

IX. TERMS

A. The term of the agreement shall be for two years, beginning January 1, 2014 and ending December 31, 2015, and may be amended for five additional like terms at the discretion of the County.

B. This contract may be terminated by any party upon thirty (30) days written notice of intent to terminate. If one of the parties, other than the contractor wishes to terminate the contract, this agreement will remain in effect as to the remaining parties. All equipment, keys, manuals, et cetera, which are the property of the County, or agencies thereof, which are in the possession of the Contractor, shall be returned to the appropriate agency.

X. MERGER

The parties agree that this agreement contains all of the terms and conditions of their

agreement and that no other understandings oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties. This agreement shall only be modified or amended upon the mutual written consent of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

SKAMANIA COUNTY
BOARD OF COUNTY COMMISSIONERS

[Signature] 11/22/14
Chairman

[Signature]
Commissioner

[Signature]
Commissioner

"CONTRACTOR"

[Signature]
Authorized Representative

[Signature]
Title



ATTEST:

[Signature]

Clerk of the Board

APPROVED AS TO FORM:
[Signature]
Skamania County Prosecutor

STEVENSON-CARSON SCHOOL DISTRICT NO. 303

by: D. R. P.
Title: Superintendent

SKAMANIA SCHOOL DISTRICT NO. 2

by: John Godwin
Title: Superintendent

MILL-A SCHOOL DISTRICT NO. 31

by: Carson Jones
Title: Superintendent

APPROVED AS TO FORM:

Prosecuting Attorney

Attachment B

Project Title: Radio Maintenance Contract

Contractor shall break out the individual radios by Model and transmission sites by name and bid each of these items separately to aid in the determining services performed for periodic payments. Total Bid shall be entered below and include all cost associated with the contract.

Maintenance rates for items not covered by Schedule A, shall be bid as "shop rate" on Schedule B. This rate will be multiplied by 100 hours and may be used by the agency to determine the successful bidder. Do not include this calculation in the total project bid below.

Total of Project Bid \$60,780.00 per year

Attachment C

The intent for this contract is to provide a licensed, independent contractor with at least 5 years of experience working on Motorola and other brand of equipment listed in Attachment "A". This service shall include all maintenance and repair of the radio equipment and Transmission sites as described in Section VI. CONTRACTORS RESPONSIBILITIES. Contractor shall visit all transmission sites and satisfy himself or herself that are capable of providing the service that will be necessary to meet contract specifications.

*Receipt is hereby acknowledged of addendum(s) No. (s) 0 & _____

** (note: If the bidder is a corporation, this proposal must be executed by its duly authorized officials)

Bid to be submitted no later than 4:00 PM December 30, 2013

Bid shall be valid for 20 days and may be accepted at any time during this period.

Chris Fraley

Signature of Authorized Official

1721 NE 64th AVE SUITE 100
VACAVUE WA 98661
Address of bidder: (Principal place of business)

OR 64950/WA DAYWIS*934K1 93-0681623
State of Washington/Oregon Contractor's License Number Federal Identification Number

Radio Maintenance Contract Attachment B

Equipment Location	Type	Monthly service total
Prime Site Dispatch	Harris Intraplex Prime with Sy Raytheon JPS Voter chassis SNV12 Raytheon JPS Voter chassis SNV12 Raytheon JPS Voter chassis SNV12 Spectracomm GPS TM4D Convex 2241 audio distribution Main Convex 2241 audio distribution spare Hybrid TX Combining Receive multicoupler System transceivers Dispatch Control transceivers PTP600 Microwave to Augspurger Gold Elite CEB Gold Elite Ops	\$1,375.00
Augspurger	Harris intraplex cross connect Spectracomm GPS TM4D Hybrid TX combining Receive multicoupler System transceivers PTP600 Microwave to Dispatch Battery Bank 24VDC 2000AH 24VDC Rectifier with redundant module	\$800.00
Skamanfa MT	Harris Intraplex Remote Site Spectracomm GPS TM4D Hybrid TX combining Receive multicoupler System transceivers Battery Bank 24VDC 2000AH 24VDC Rectifier with redundant module	\$800.00
Lookout MT	TEG 5120 Large GEN TEG 5060 Small GEN 3 Daniels MT4E Repeaters 3 Duplexers	\$360.00
Red MT	TEG 5120 Large GEN TEG 5060 Small GEN 3 Daniels MT4E Repeaters 3 Duplexers	\$360.00

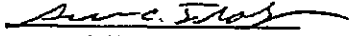
Defiance MT	Hybrid TX combining Receive multicoupler 3 MTR3000 Repeaters	\$235.00
CM300	Mobiles	\$225.00
XTS1500	Portables	\$140.00
P1225	Portables	\$60.00
XTS3000	Portables	\$30.00
CDM1250	Mobiles	\$85.00
CDM1550	Mobiles	\$250.00
M1225	Mobiles	\$160.00
SVR200	Mobiles	\$135.00
CP200	Portables	\$50.00
Monthly total		\$5,065.00

Schedule D


December 30, 2013

Contract labor rates for Skamania County

\$95.00 per Hour


Authorizing Official

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	<u>Auditor</u>	
<u>AGENDA DATE</u>	Department 02/14/2023	Signature
<u>SUBJECT</u>	Resolution To Increase Balance of Revolving Account for Elections	
<u>ACTION REQUESTED</u>	Approval of Resolution	

SUMMARY/BACKGROUND

Previously, a voters' pamphlet was only required to be mailed for the General Election, which was managed by the Office of the Secretary of State. A new Washington law requires a voters' pamphlet be issued to voters for all elections, making local election offices responsible to mail pamphlets for Special and Primary elections. The Elections Department must pay a fulfillment vendor postage fees for mailing the pamphlets at the time of ballot assembly, but the actual cost is not known until after assembly has been completed. This makes the regular invoice and voucher process unworkable. This resolution would amend Resolution No. 2022-07 to increase the balance of the existing revolving account for elections to \$3,000 (a \$1,500 increase), which will allow payment for the additional pamphlet mailing costs.

FISCAL IMPACT

The current estimate is \$1,500.00.

RECOMMENDATION

Approve the attached resolution

LIST ATTACHMENTS

- Resolution Draft (Resolution number and dates to be completed by the BOCC staff)
- Resolution 2022-07

RESOLUTION 2023- 09

(Increasing Elections Revolving Fund Balance, Amending Resolution No. 2022-07)

WHEREAS, new Washington law requires a voters' pamphlet be issued for all elections, and;

WHEREAS, postage for mailing of Voters' Pamphlets must be paid to the Elections Department's mail fulfillment vendor when they are mailed, and;

WHEREAS, the amount of postage due for mailing cannot be determined until pamphlets have been prepared for mailing, and;

WHEREAS, the current process for issuing a voucher for payment can take up to two weeks, and;

WHEREAS, the elections fulfillment vendor will no longer accept debit cards as payment, and;

WHEREAS, the existing Revolving Fund for Elections maintains a balance of \$1,500.00 for ballot postage, which is inadequate for the new pamphlet mailing requirements.

NOW, THEREFORE BE IT RESOLVED, that the Board of County Commissioners hereby authorizes the Skamania County Auditor to increase the balance of the Revolving Fund for Elections by \$1,500 to a total balance of \$3,000 with funds from the Treasurer Office, for the purposes of paying for voters' pamphlet postage.

PASSED IN REGULAR SESSION this _____ day of _____ 2023.

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

Chairman

Commissioner

Commissioner

ATTEST:

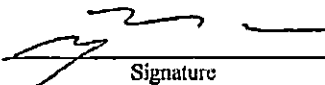
Clerk of the Board

APPROVED AS TO FORM

Prosecuting Attorney

For _____
Against _____
Abstain _____
Absent _____

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	Auditor	
<u>AGENDA DATE</u>	Department 02/01/2022	Signature
<u>SUBJECT</u>	.Resolution To Establish a Revolving Account for Election	
<u>ACTION REQUESTED</u>	Approval of Resolution	

SUMMARY/BACKGROUND

The Elections Department must pay a fulfillment vendor postage fees for mailing ballots at the time of ballot assembly. The actual cost is not known until after assembly has been completed, making the regular invoice and voucher process unworkable. Previously the vendor accepted the county debit card as payment, but going forward they will not be able to accept debit/credit cards. This resolution would establish a revolving account, to be set up and managed by the Auditor/Elections Department, that would allow payment to be made to the vendor via a revolving checking account. The account would then be reimbursed via the normal voucher process.

FISCAL IMPACT

The current estimate is \$1,500.

RECOMMENDATION

Approve the attached resolution

LIST ATTACHMENTS

- Resolution Draft

RESOLUTION 2022-07
(Establishing a Revolving Fund for Elections)

WHEREAS, ballot postage must be paid to a Elections Department's mail fulfillment vendor when ballots are mailed, and;

WHEREAS, the amount of postage due for mailing cannot be determined until ballots have been prepared for mailing, and;

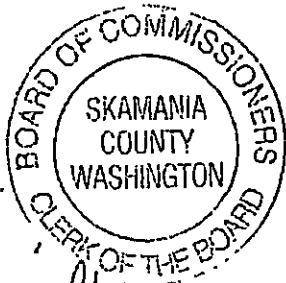
WHEREAS, the current process for issuing a voucher for payment can take up to two weeks, and;

WHEREAS, after January 31, 2022, the fulfillment vendor will no longer accept debit cards as payment and;

WHEREAS, it has been determined that a Revolving Fund for Elections use shall maintain a minimum balance of \$1,500.00, and may be subject to monthly bank fees, depending on the average daily balance

NOW, THEREFORE BE IT RESOLVED, that the Board of County Commissioners hereby authorize the Skamania County Auditor to establish a Revolving Fund for Elections in the amount of \$1,500 from the Treasurer Office, for the purposes of paying for ballot postage.

PASSED IN REGULAR SESSION this 1st day of February 2022.



ATTEST:

Debbie Day
Clerk of the Board

APPROVED AS TO FORM

[Signature]
Prosecuting Attorney

BOARD OF COUNTY COMMISSIONERS
SKAMANIA COUNTY, WASHINGTON

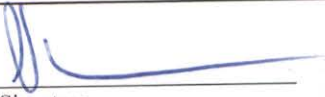
[Signature]
Chairman

[Signature]
Commissioner

[Signature]
Commissioner

For
Against C
Abstain C
Absent C

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	Public Works Department	 Signature
<u>AGENDA DATE</u>	February 14, 2023	
<u>SUBJECT</u>	<u>Invitation to Bidders – Courthouse Plumbing</u>	
<u>ACTION REQUESTED</u>	<u>Authorize Public Works Department to solicit bids to upgrade the Courthouse Plumbing Utilizing, MRSC.</u>	

SUMMARY/BACKGROUND

The plumbing in the Courthouse is in need of replacement. This Action will authorize the Public Works Department to solicit bids to upgrade the courthouse plumbing utilizing the Local Paper, MRSC and surrounding local contacts.

FISCAL IMPACT

The Public Works Department has budgeted \$120,000 for this work.

RECOMMENDATION

Authorize Public Works to solicit bids.

LIST ATTACHMENTS

Resolution Invitation to Bidders
Scope of Work
Notice to Contractors

RESOLUTION NO. 2023-12

INVITATION TO BIDDERS

WHEREAS, it is the opinion of this Board of County Commissioners of Skamania County, Washington that the County requires the following service:

2023 Courthouse Replumbing of Potable Water Project

BE IT RESOLVED that Sealed proposals will be received by the Director of Public Works, in the Courthouse Annex, Stevenson, Washington until 2:00 o'clock p.m. on March 14, 2023.

Sealed proposals received will be opened and publicly read aloud on, March 14, 2023 at 2:30 o'clock p.m. or shortly thereafter.

The Board reserves the right to: 1) reject any and all bids; 2) waive any irregular informalities in the bidding procedures or in the bids themselves; and 3) award the contract to the lowest responsible bidder.

BE IT FURTHER RESOLVED that: the Board of County Commissioners directs and authorizes the Director of Public Works to provide a Notice to Contractors to, "Call for Bids" using the Small Works Roster procedures outlined in RCW 39.04.155.

Bid Packets for this project may be obtained at the OFFICE OF THE DIRECTOR OF PUBLIC WORKS in the COURTHOUSE ANNEX, 170 NW Vancouver Avenue, STEVENSON, WASHINGTON. (Phone No. (509) 427-3910)

ADOPTED this 14 day of February 2023

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF SKAMANIA COUNTY, WASHINGTON

Clerk of the Board

Chair

Publication Dates: N/A

Commissioner

Commissioner

Bid Submission Deadline: March 14, 2023, 2:00 PM

Bid Opening: March 14, 2023, 2:30 PM

REPLUMB SKAMANIA COUNTY COURTHOUSE

Skamania County Courthouse Plumbing Project

Replace all hot and cold potable water plumbing using PEX Type A piping/tubing

1. Adapt to existing 2" copper supply after pressure reducing valve and shut off valve.
2. Supply water to hot water heater.
3. Reconfigure existing hot water loop to include all sinks.
4. Supply isolation to restrooms on each floor.
5. Supply hot & cold water to mop sinks on each floor, boiler room on 1st floor, custodial closet on 2nd & 3rd floors. Install mop sink supplied by county in boiler room.
6. Supply cold water to hose bib outside of building near north entrance.
7. Supply cold water to commissioner's vault to glycol cooling tower recovery tank.
8. Supply cold water to urinals & toilets with motion sensor valves (where not already present) in men's and women's restrooms on 1st, 2nd, 3rd floors, including Jury restrooms; total 10 toilets, 3 urinals.
9. Supply hot & cold water to all sinks, provide new ADA compliant faucet in men's & women's restrooms on 1st, 2nd, 3rd floors, including the Jury restroom; total 11 lavatories.
10. Supply hot & cold water to break room sink on 1st floor, to include new kitchen faucet. With isolation in boiler room.
11. Supply cold water to drinking fountains on 1st, 2nd, 3rd floors; total 3 drinking fountains. With isolation at ground 1st floor for all three.

Contractor shall adhere to all applicable building & plumbing codes.

Contractor is responsible to obtain all necessary permits and schedule inspections.

Contractors shall be required to work before or after business hours (7:30 am – 5:30 pm) or weekends as necessary so as not to interfere with the County's ability to conduct business. Only one floor at a time may be shut down while the Courthouse is open. The terms below will be required.

3rd floor – After hours or weekend work only

1st and 2nd Floor – After hours or Friday – Sunday only.

Daily cleanup of work areas is required. Removal and disposal of demo debris shall be disposed of at the Skamania County Transfer Site in Stevenson.

Contractor shall minimize access holes in walls as necessary to complete this work.

Drywall repairs will be completed by Skamania County.

Bid Submission Table

Item #	Lump Sum
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
Sub-Total	
Sales Tax	
Total Bid	

Business Name _____

Business Lic. # _____

Representative Name _____

Date _____

Representative Signature _____

NOTICE TO CONTRACTORS

Sealed proposals will be received by the Director of Public Works, in the Courthouse Annex, Stevenson Washington until 2:00 o'clock p.m. on March 14, 2023 for performing the work described below.

Sealed Bids received will be opened and publicly read aloud on March 14, 2023, at 2:30 o'clock p.m. or shortly thereafter. Bids received after 2:00 o'clock p.m., March 14, 2023, will not be considered.

COURTHOUSE REPLUMBING OF POTABLE WATER

Bid proposals shall be accompanied by a proposal guarantee in the amount of 5% of the total bid and based upon the contractor's proposal. All such amounts are subject to forfeiture, in accordance with RCW 47.28.100, if successful bidder fails to enter into contract and bond

A mandatory pre-bid walk through is scheduled for March 27, 2023, at 10:00 AM in the Skamania County Courthouse. The meeting will start on the first floor, in the break room.

Without meeting for pre-bid walk through, a bidder will be disqualified.

Skamania County in accordance with Title VI of the Civil Rights Act 1964, 78 Stat. 252,42 U.S.C. 2000d to 2000-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, all disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

The county reserves the right to reject any and all bids, and to waive informalities that are not, in the opinion of the County Commissioners, material. The County Commissioners may award the contract to the lowest responsible bidder.

ADOPTED this 14h day of February 2023

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF
SKAMANIA COUNTY, WASHINGTON

Clerk of the Board

Chair

Publication Dates:

February 22, 2023,

March 1, 2023.

March 8, 2023.


Commissioner

Commissioner

Bids Due: March 14, 2023, at 2:00 PM

Bid Opening: March 14, 2023, at 2:30 PM

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	Sheriff Office	
<u>AGENDA DATE</u>	Department February 14th, 2023	Signature
<u>SUBJECT</u>	<u>Equipment Surplus</u>	
<u>ACTION REQUESTED</u>	Authorize the Sheriff's Office to Surplus outdated /non-essential Equipment.	

SUMMARY/BACKGROUND

The Sheriff's office has outdated and non-essential equipment that can go for surplus to aid in the purchase of new equipment in accordance with Skamania County Code 2.56.

FISCAL IMPACT

Funds from surplus equipment can be used to replace or update the current SAR equipment.

RECOMMENDATION

By motion action, surplus old military trailer and generator, 84 CARPE bus (incident command).

LIST ATTACHMENTS

1980 TURTL TRLPPY military trailer. Vin: 56732331
Military Generator Mod: MEP-802A, Ser: RZB01729
1984 CARPE BUS Vin: 1V9DT81C5ES019058

Equipment/Vehicles/Trailer, for Surplus or Release

1. 1980 TURTL TRLPPY military trailer. Vin: 56732331 / Lic. A8973C, WA
2. Military Generator Mod: MEP-802A, Ser: RZB01729
3. 1984 CARPE BUS Vin: 1V9DT81C5ES019058 / Lic. 85203C, WA

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

SUBMITTED BY Alex Hays – Community Events
Department


Signature

AGENDA DATE 02/14/23

SUBJECT: Skamania County Fairground Well Drilling

ACTION REQUESTED: Approve the Request

SUMMARY/BACKGROUND

We have decided on a company to drill the well on the Skamania County Fairgrounds. This project is funded by the Washington State Department of Commerce. Hanson Drilling will be drilling the hole and setting the pipe for the next stage of the project.

FISCAL IMPACT

\$34,390.00

RECOMMENDATION

Approve the contract

LIST ATTACHMENTS

Contract
Facesheet
Bid Acceptance Form
Letter of Recommendation
Hanson Drilling Bid

COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS

1. Contract Number :

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

3. Contractor Information: Contractor: Hanson Drilling
Contact Person: Mark Blackburn
Title: Owner
Address: PO Box 52608
Address: Tulsa, OK 74152
Phone: 360-694-6242

4. Brief description of purpose of the contract and County’s contracted duties:
This contract is for Hanson Drilling to drill a well on the Skamania County Fairgrounds

5. Term of Contract: From: February 14th 2023 To: April 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: \$52,000
Amount Not Budgeted in Current Year \$ Source:
Total Non-County Funds Committed: \$52,000 Source: Washington Commerce Grant
TOTAL FUNDS COMITTED: \$34,390,00

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

9. Department Approval: 
Department Head or Elected Official Signature

10. Special Comments: Alex to pick up

agree that the laws of the State of Washington govern with respect to interpretation and performance. In the event of a breach of this agreement, the prevailing party shall be entitled to recover all costs in connection with enforcing the terms of this agreement, which include but are not limited to the recovery of reasonable attorney's fees, whether or not a lawsuit is filed.

- 8. This instrument contains the entire agreement between the parties, and no statements, promises, or inducements made by either party, or agent of either party, that are not contained in this written contract shall be valid or binding.
- 9. In addition to its other remedies, the County may cancel or otherwise rescind this contract if the Contractor does not perform the work in accordance with this agreement and the laws, regulations and policies of Skamania County and the State of Washington.

IN WITNESS WHEREOF, the Contractor has executed this instrument, and the SKAMANIA COUNTY BOARD OF COMMISSIONERS have caused this instrument to be executed the day and year first above written.

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 _____

CONTRACT FORM

THIS AGREEMENT, made and entered into this 14th day of February 2023, between the **SKAMANIA COUNTY BOARD OF COMMISSIONERS**, under and by virtue of Section 34, Chapter 187 of the Laws of 1937 as revised, 1943, and **Hanson Drilling**, hereinafter called the "Contractor", WITNESSETH:

The parties to this agreement, in consideration of the mutual covenants and stipulations set out herein, agree as follows:

1. **The Contractor** shall do all work and furnish all tools, material, and equipment for the completion of the following project:

Skamania County Fairground Well Installation

The Contractor shall complete the above-described project in full compliance with the terms, conditions, and stipulations herein and in compliance with **Attachment A**

2. Performance under this contract shall be rendered to the satisfaction of Skamania County.
3. The parties agree that **TIME IS OF THE ESSENCE**.
4. The parties agree that the **Contractor** is an independent Contractor and not a servant, agent or employee of the County; and, except as otherwise provided, the Contractor is not subject to the supervision or control of the County and the **County** is not responsible for the Contractor's conduct.
5. Except as expressly provided herein, no liability shall attach to the County by reason of entering into this contract.
6. The **CONTRACTOR** shall indemnify and hold harmless the Contracting Agency, and its respective employees agents, licensees, and representatives, from and against any and all claims, actions, judgments, costs, penalties, liabilities, damages, losses, and expenses, including but not limited to attorneys' fees, and all other costs of defense of whatever kind or nature arising out of injuries to or death of any and all persons (including subcontractors, agents, licensees, invitee or employees) or damage to 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 the Contractor's performance of its work, unless such injury, death or damage is caused by the negligence of the Contracting Agency. 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 Contracting Agency or its agents or employees, then the Contractor expressly and specifically agrees to hold the Contracting Agency harmless to the extent of Contractor or its agents and employee's concurrent negligence. The **CONTRACTOR** specifically waives its immunity under Title 51 (Industrial Insurance Act), 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 file by and/or injuries to Contractor's own employees.
7. Except as otherwise provided, any and all suits for any and every breach of this contract must be instituted and maintained in a court of competent jurisdiction in Skamania County, State of Washington. The parties

agree that the laws of the State of Washington govern with respect to interpretation and performance. In the event of a breach of this agreement, the prevailing party shall be entitled to recover all costs in connection with enforcing the terms of this agreement, which include but are not limited to the recovery of reasonable attorney's fees, whether or not a lawsuit is filed.

8. This instrument contains the entire agreement between the parties, and no statements, promises, or inducements made by either party, or agent of either party, that are not contained in this written contract shall be valid or binding.
9. In addition to its other remedies, the County may cancel or otherwise rescind this contract if the Contractor does not perform the work in accordance with this agreement and the laws, regulations and policies of Skamania County and the State of Washington.

IN WITNESS WHEREOF, the Contractor has executed this instrument, and the SKAMANIA COUNTY BOARD OF COMMISSIONERS have caused this instrument to be executed the day and year first above written.

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 _____

CONTRACT FORM

THIS AGREEMENT, made and entered into this 14th day of February 2023, between the **SKAMANIA COUNTY BOARD OF COMMISSIONERS**, under and by virtue of Section 34, Chapter 187 of the Laws of 1937 as revised, 1943, and
Hanson Drilling, hereinafter called the "Contractor", WITNESSETH:

The parties to this agreement, in consideration of the mutual covenants and stipulations set out herein, agree as follows:

1. **The Contractor** shall do all work and furnish all tools, material, and equipment for the completion of the following project:

Skamania County Fairground Well Installation

The Contractor shall complete the above-described project in full compliance with the terms, conditions, and stipulations herein and in compliance with **Attachment A**

2. Performance under this contract shall be rendered to the satisfaction of Skamania County.
3. The parties agree that **TIME IS OF THE ESSENCE**.
4. The parties agree that the **Contractor** is an independent Contractor and not a servant, agent or employee of the County; and, except as otherwise provided, the Contractor is not subject to the supervision or control of the County and the **County** is not responsible for the Contractor's conduct.
5. Except as expressly provided herein, no liability shall attach to the County by reason of entering into this contract.
6. The **CONTRACTOR** shall indemnify and hold harmless the Contracting Agency, and its respective employees agents, licensees, and representatives, from and against any and all claims, actions, judgments, costs, penalties, liabilities, damages, losses, and expenses, including but not limited to attorneys' fees, and all other costs of defense of whatever kind or nature arising out of injuries to or death of any and all persons (including subcontractors, agents, licensees, invitee or employees) or damage to 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 the Contractor's performance of its work, unless such injury, death or damage is caused by the negligence of the Contracting Agency. 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 Contracting Agency or its agents or employees, then the Contractor expressly and specifically agrees to hold the Contracting Agency harmless to the extent of Contractor or its agents and employee's concurrent negligence. The **CONTRACTOR** specifically waives its immunity under Title 51 (Industrial Insurance Act), 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 file by and/or injuries to Contractor's own employees.
7. Except as otherwise provided, any and all suits for any and every breach of this contract must be instituted and maintained in a court of competent jurisdiction in Skamania County, State of Washington. The parties



Skamania County Community Events and Recreation

Post Office Box 369
Stevenson, Washington 98648
Office (509) 427-3978

Skamania County Bid Acceptance Form

Description: Skamania County Well Installation

Bidder	Bid Price
Hanson Drilling	\$34,390.00

Award as highlighted this 14th, January 2022.

Chair of the Board

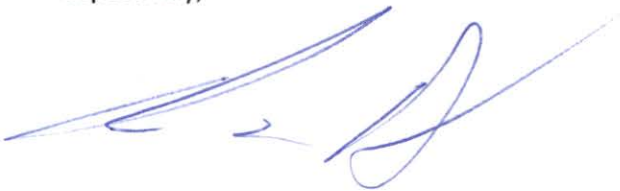
Commissioner

Commissioner

1/31/2023

Community Events and Recreation sent out an email to more than 75 companies in Washington and Oregon requesting a bid to drill a well and received several responses from companies who declined as they did not serve our area. We did receive two bids and wish to proceed with Hanson Drilling. Their overall bid was significantly lower and following up with them, they meet the timeline requirements for the grant.

Respectively,

A handwritten signature in blue ink, appearing to read 'Alex Hays', is written over a horizontal line. The signature is fluid and cursive, with a large loop at the end.

Alex Hays
Program Manager
Community Events and Recreation

HANSEN DRILLING

A MESA COMPANY



6711 NE 58TH AVE
VANCOUVER, WA 98661



360-694-6242



DRILLING.INFO@MESAPRODUCTS.COM



MESAPRODUCTS.COM

Client Information		Proposal Information	
Company:	Skamania County	Proposal #:	22-1109
Contact:	Alex Hays	Date of Proposal:	12/1/2022
Address:	PO Box 3692 Stevenson, WA, 98648	Type of Work:	New Water Well
		Location:	710 SW Rock Creek Dr Stevenson, WA, 98648 Skamania Co. T 2N; R 7E; Sec 1; NE ¼-¼ of NW ¼
Phone:	509-427-3978 desk 360-335-7755 cell	Payment Terms:	Net 30 Days
Email:	hays@co.skamania.wa.us	Property Tax ID:	02070120120000

MESA, formerly Hansen Drilling, is pleased to quote the following in accordance with local, state, and federal regulations and historical area well data in our best attempt to produce a quality well. This proposal is based on the below estimated items and the Terms and Conditions.

Scope of Work - 710 SW Rock Creek Dr

New Water Well at 710 SW Rock Creek Dr, Tax ID 02070120120000

This estimate does not include pump, power, or commissioning of the water well

Proposal - 710 SW Rock Creek Dr				
Description	Est. Qty.	Unit	Cost	Total
Drilling Permit Fees	1	Ea	\$ 210.00	\$ 210.00
8" Drilling (Min. Charge 100 ft)	360	Ft	\$ 48.00	\$ 17,280.00
Setup, Mob, Prevailing Wages/Rates	1	Ea	\$ 8,000.00	\$ 8,000.00
Drive Shoe	1	Ea	\$ 800.00	\$ 800.00
8" Casing	60	Ft	\$ 45.00	\$ 2,700.00
18 ft Surface Seal	1	Ea	\$ 1,000.00	\$ 1,000.00
Additional Surface Seal	40	Ft	\$ 35.00	\$ 1,400.00
12" Temporary Casing	20	Ft	\$ 150.00	\$ 3,000.00
PVC Well Liner SCH 40 (Optional)	360*	Ft	\$ 18.50	*
PVC Slotted Screen (per 20 ft length)	*	Ea	\$ 1,000.00	*
Filter Sand	*	Ea	\$ 45.00	*
Stainless Steel Well Screen (per 5 ft length)	*	Ea	\$ 2,000.00	*
Gravel Pack	*	Ea	\$ 1,500.00	*
Perforate Casing in Place	*	Ea	\$ 1,200.00	*
Shale Trap	*	Ea	\$ 75.00	*
Landing Mats for Soft Ground	*	Ea	\$ 45.00	*
Concentrix Overburden Drilling, additional	*	Ft	\$ 9.00	*
Rotating Shoe (for overburden drilling)	*	Ea	\$ 1,000.00	*
<i>*Items above not included in the totals will be on an as needed basis and charged accordingly if they are utilized.</i>				
Proposal total for - 710 SW Rock Creek Dr				\$ 34,390.00
Estimated State and Local Taxes as Required				On final invoice

Pricing

MESA will complete the Scope of Work described above for the above budgetary quote plus applicable taxes. MESA reserves the right to modify this pricing if the project scope changes. **Due to worldwide raw material pricing volatility and tariffs, quoted material pricing can only be guaranteed for a period of 24 hours from the date of bid submittal. Quoted labor/equipment pricing will be guaranteed a standard 7 days from the date of bid submittal.** Taxes and freight may be estimated in this proposal. The actual cost of these items, if required, will be added to the final price of the work.



Terms and Conditions

- 1) Price is based on working up to 8 hours per day, 5 days per week.
- 2) Exact location and access are sole responsibility of owner.
- 3) MESA will advise on current setbacks and regulations.
- 4) MESA is not responsible and/or liable if local or state agencies determine that a well cannot be drilled on the proposed property/location.
- 5) Standby charges will apply for any work stoppages beyond MESA's control (includes site access problems, customer directive) and MESA will invoice at \$500/hr for a max of 5 hours per day, plus towing if needed.
- 6) This proposal does not include pump, power, or commissioning of the water well.
- 7) The drill permit application is included. Permit application will not be submitted until signed proposal is returned. This cost is payable if project is canceled after the permit has been filed.
- 8) Pricing is based on best information, available/historical well logs, and MESA's experience on what will produce a quality well, however, sufficient flow of water is not guaranteed at the depth quoted above. Once estimated depth is reached, if sufficient water flow/quality is not found, the customer will be contacted regarding authorization to continue drilling operations. In addition, there are conditions that both parties cannot anticipate. These conditions may result in a change of scope:
 - a) Abnormal conditions. Our installation proposal assumes normal soil and geological conditions. Should abnormal conditions be encountered, such as rock, boulders or caverns, artesian flowing conditions, or need for cementing or under-reaming.
 - b) Disposal of cuttings to be left on site. Any vacuum trucks services required for fluid and drill cuttings, containment, testing, disposal and/or fees associated.
 - c) If additional items to complete well are required beyond quantities listed in proposal and approved by the client.
- 9) Owner is responsible for access from edge of county road to well site, any cost incurred will be added to billing.

MESA is registered with the State of Washington, registration MESAPPI886PD, as a Construction Contractor and has posted with the state a bond of \$12,000 for the purpose of satisfying claims. **This bond may not be sufficient to cover a claim which might arise from the work done under your contract.** This bond or deposit is not for your exclusive use because it covers all work performed by this contractor. The bond or deposit is intended to pay valid claims that you and other customers, suppliers, subcontractors, or taxing authorities may have. **FOR GREATER PROTECTION YOU MAY WITHHOLD A PERCENTAGE OF YOUR CONTRACT.** You may withhold a contractually defined percentage of your construction contract as retainage for a stated period of time to provide protection to you and help ensure that your project will be completed as required by your contract. **YOUR PROPERTY MAY BE LIENED.** If a supplier of materials used in your construction project or an employee or subcontractor of your contractor or subcontractors is not paid, your property may be liened to force payment and you could pay twice for the same work. **FOR ADDITIONAL PROTECTION, YOU MAY REQUEST THE CONTRACTOR TO PROVIDE YOU WITH ORIGINAL "LIEN RELEASE" DOCUMENTS FROM EACH SUPPLIER OR SUBCONTRACTOR ON YOUR PROJECT.** The contractor is required to provide you with further information about lien release documents if you request it. General information is also available from the state Department of Labor and Industries. Contractor has the right and intent to file a labor and material lien against said property if not paid as outlined above.

Client Representative Acceptance:

We agree that failure of the MESA to strike water or any specific quantity or quality of water shall in no way release us from payment for services rendered and material installed. The above prices and conditions are satisfactory and are hereby accepted. Payment will be made as outlined above. I agree that I have received a copy of the disclosure statement.

Signature

Printed Name - Title

Date

COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS

1. Contract Number:

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

3. Contractor Information: Contractor: HR Answers, Inc
Contact Person: Judy Carter Judith (Judy) Clark, SPHR, CPC
Laurie Grenya Co President
Title: Founder
Address: 7650 SW Beveland St. Suite 130
Address: Tigard, OR 97223
Phone: 503-885-9815
Email: jclark@hranswers.com or lgrenya@hranswers.com

4. Brief description of purpose of the contract and County's contracted duties: to purchase 2022 Advantage Plan Agreement for personnel resources to Skamania County and to provide Human Resource personnel assistance.

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

6. Contract Award Process: (Check appropriate box)

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

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

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

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

7. Budget Committed in Current Year: \$ 12,000
Amount Not Budgeted in Current Year \$ Source: Current Expense Funds
Total Non-County Funds Committed: \$ Source:
Total County Funds Committed: \$
TOTAL FUNDS COMMITTED: \$12,000.00

8. County Contact Person: Name: Debi Van Camp
Title: Human Resource Administrator

9. Department Approval: Debra Van Camp
Department Head or Elected Official Signature

10. Special Comments:

**SKAMANIA COUNTY - PROFESSIONAL SERVICE CONTRACT BETWEEN
SKAMANIA COUNTY
AND HR ANSWERS**

(2023)

THIS CONTRACT, by and between **SKAMANIA COUNTY**, a municipal corporation, hereinafter referred to as the "**COUNTY**", and **HR ANSWERS**, hereinafter referred to as the "**CONTRACTOR**",

WITNESSETH THAT:

1. AUTHORITY TO CONTRACT.

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

2. INDEPENDENT CONTRACTOR STATUS.

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

work, the **CONTRACTOR** shall be free from control or direction of the **COUNTY** over the performance of such services.

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

2. **SERVICES TO BE RENDERED.**

- A.** The work to be performed by the **CONTRACTOR** consists of those personal services and documents that will be requested by Human Resource and Board of County Commissioners.

- 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**.

2. **TERMS OF CONTRACT**

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

3. **PERFORMANCE AND PAYMENT BONDS (If Applicable)**

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

4. **PAYMENTS FOR SERVICES.**

- A.** The consideration for the services to be performed by the **CONTRACTOR** shall not exceed \$12,000, including Washington sales tax, and shall be paid as outlined below or in Attachment A.

- B.** Payment on the account of the contracted services shall be made not more

than monthly, based on submission by the **CONTRACTOR** to the **COUNTY'S** contracting officer of reports and invoices describing the services performed in sufficient detail to enable the **COUNTY'S** contracting officer to adequately determine the services for which payment is sought. Payment is due within thirty (30) days of submission of accepted detailed invoice.

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

7. **INSURANCE**

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

8. **INDEMNIFICATION**

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

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

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

parties.

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

9. **GOVERNING LAW.**

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

10. **ASSIGNABILITY.**

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

11. **EQUAL EMPLOYMENT OPPORTUNITY.**

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

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

(1) Deny an individual any services or other benefits provided under this agreement.

(2) Provide any service(s) or other benefits to an individual which are different or are provided in a different manner from those provided to others under this agreement.

(3) Subject an individual to unlawful segregation, separate treatment, or discriminatory treatment in any manner related to the receipt of any service(s), and/or the use of the contractor's facilities, or other benefits provided under this agreement.

(4) Deny any individual an opportunity to participate in any program provided by this agreement through the provision of services or otherwise or afford an opportunity to do so which is different from that afforded others under this agreement. The **CONTRACTOR**, in determining (1) the types of services or other benefits to be provided or (2) the class of individuals to whom, or the situation in which, such services or other benefits will be provided or (3) the class of individuals to be afforded an

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

12. **NONCOMPLIANCE WITH NONDISCRIMINATION PLAN**

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

13. **DISPUTES**

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

- a. be in writing; and
- b. state the disputed issues; and
- c. state the relative positions of the parties; and
- d. state the **CONTRACTOR'S** name, address, and the **COUNTY** department the contract is with; and
- e. be mailed to the Board of 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.

14. **WAGE AND HOUR COMPLIANCE.**

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

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

- A. The parties hereto agree that **TIME IS OF THE ESSENCE** of this contract.

B. If the **CONTRACTOR** shall fail to fulfill in a timely manner any of the covenants of this agreement, the **COUNTY** shall have the right to terminate this agreement by giving the **CONTRACTOR** seven (7) day's notice, in writing, of the **COUNTY'S** intent to terminate and the reasons for said termination. And in the event of any such termination the **CONTRACTOR** shall be liable for the difference between the original contract and the replacement or cover contract as well as all administrative costs directly related to the replacement contract; that in such event the **COUNTY** may withhold from any amounts due the **CONTRACTOR** for such work or completed services any balances due the Contractor, and said amounts shall be used to totally or partially offset the **COUNTY'S** damages as a result of the **CONTRACTOR'S** breach to the extent they are adequate.

C. Either party may cancel the contract, without fault, by giving the other party 14 days written notice.

16. **OWNERSHIP OF WORK PRODUCTS.**

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

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: _____.

**SKAMANIA COUNTY
BOARD OF COMMISSIONERS**

Chairman

HR ANSWERS, INC. OWNER

Commissioner

Date

Commissioner

APPROVED AS TO FORM ONLY:

ATTEST:

Prosecuting Attorney

Clerk of the Board

HR ANSWERS CONTRACT

RESOLUTION 2023-06
(Supplemental Budget #1 for 2023 budget for various funds)

WHEREAS, various funds and departments have unanticipated expenditures and revenues for 2023; and

WHEREAS, pursuant to RCW 36.40.100, 36.40.195 and Resolution 1999-31, the Board has the authority to transfer, revise or supplement its budget and to increase budgets with unanticipated funds; and

WHEREAS, pursuant to RCW 36.40.100, the Board has the authority to transfer funds; and


NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby creates, transfers, revises, or supplements the 2023 budget as described in "Attachment A";

BE IT FINALLY RESOLVED that the Clerk of the Board is hereby directed to give due notice of a public hearing upon this resolution for adoption on the 14th of February 2023 at 5:30 o'clock p.m. or shortly thereafter.

PASSED IN REGULAR SESSION this 24th day of January 2023.



ATTEST:




Lisa Sackos, Clerk of the Board

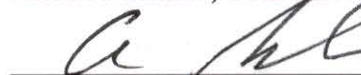
SKAMANIA COUNTY, WASHINGTON



T.W. Lannen, Chairman



Richard Mahar, Commissioner



Asa Leckie, Commissioner

RESOLUTION NO. 2023-06 IS HEREBY APPROVED AND ADOPTED in regular session this 14th day of February 2023 upon public hearing having been held in accordance with the laws of the State of Washington.

**BOARD OF COMMISSIONERS
SKAMANIA COUNTY, WASHINGTON**

T.W. Lannen, Chairman

ATTEST:

Richard Mahar, Commissioner

Lisa Sackos, Clerk of the Board

Asa Leckie, Commissioner

APPROVED AS TO FORM ONLY:

Adam Kick, Prosecuting Attorney

For _____
Against _____
Abstain _____
Absent _____

Resolution 2023-06
Supplemental Budget #1 Explanation
Attachment A
Public Hearing
February 14, 2023
5:30 p.m.

The total Current Expense spending authority requested for this supplemental not covered by increased revenues or other budget offsets is \$127,943

Year to date funds requested by supplemental from Current Expense is \$127,943

\$24,000 - Operating Transfers Out (0010.370) Needing to move funds to the 2023 Forester budget, to cover three (3) months of salaries and benefits. (Offset – Current Expense Non-Departmental Revenues)

\$79,274 - Clerk's Office (0010.130) Authorization was granted to fill vacant position. (Offset - Current Expense Non-Departmental Revenues)

(\$51,521) – Clerk's Office (0010.130) Clerk is no longer the contract administrator for the Blake Decision. Taking the revenue and expenditures out of the budget.

\$167,068 – External Services (0010.360) Contract administrator for the Blake Decision has moved to the Commissioner's Office. Adding revenue and expenditures into the budget accordingly.

\$31,000 - Public Defender (0010.116) Adjusting budget to account for indigent defense contracts, conflict attorney payments and indigent defense administrator based on new Court Rule GR42. (Offset – Current Expense Non-Departmental Revenues)

(\$7,731) – Assessor's Office (0010.170) A posting error occurred during the budget process that duplicated a line for the Assessor's expenditures. Fixing to make the 2023 budget correct. (Offset – Current Expense Non-Departmental Revenues – giving money back)

\$1,400 – Probation (0010.240) Purchase of a tablet to increase productivity and efficiency within the office and the courtroom (Offset – Current Expense Non-Departmental Revenues)

\$104,000 – Seniors (1160.000) Due to the high increases in fuel, the large increases in price to purchase a new transit bus and additional expenditures, Seniors requested WSDOT to advance funds to this biennium.

\$146,224 – Forester Budget (1281.000) Creating a budget for 2023 for the Forester position. Frontloading it with three (3) months of salaries and benefits since it's a reimbursable intergovernmental contract with DNR.

ATTACHMENT A - RESOLUTION 2023-06
Supplemental Budget #1 to 2023 Budget

Year to Date funds requested from Current Expense (Not covered by increased departmental revenues)	\$ 127,943.00
Total Needed from Current Expense for this supplemental	(Included in YTD Total above) \$ 127,943.00

Current Expense Funds

Non-Departmental Revenues	0010.380.308.910.000	Unassigned Beginning Cash	\$ 24,000.00
Operating Transfers Out	0010.370.597.000.034	To Forester Fund	\$ 24,000.00
Non-Departmental Revenues	0010.380.308.910.000	Unassigned Beginning Cash	\$ 79,274.00
Clerk	0010.130.512.300.100	Salaries and Wages	\$ 50,303.00
	0010.130.512.300.105	Overtime	\$ 363.00
	0010.130.512.300.205	Retirement	\$ 5,264.00
	0010.130.512.300.210	Health Benefits	\$ 19,110.00
	0010.130.512.300.215	Payroll Taxes	\$ 4,234.00
Clerk	0010.130.389.900.000	Blake LFO Reimbursement	\$ (51,521.00)
	0010.130.589.900.490	Blake LFO Refund	\$ (51,521.00)
External Services	0010.360.389.900.000	Blake LFO Reimbursements	\$ 167,068.00
	0010.360.589.900.490	Blake LFO Refund	\$ 167,068.00
Non-Departmental Revenues	0010.380.308.910.000	Unassigned Beginning Cash	\$ 31,000.00
District Court	0010.140.512.400.410	Professional Services	\$ (55,000.00)
Juvenile	0010.280.515.910.410	Indigent Defense	\$ (3,000.00)
Public Defender	0010.116.515.910.411	Superior Court Conflict Attrny	\$ 20,000.00
	0010.116.515.910.412	Ind Dfnse Admin Contract	\$ 6,000.00
	0010.116.515.930.410	Dist Crt Indigent Defense	\$ 60,000.00
	0010.116.511.940.410	Juvenile Indigent Defense	\$ 3,000.00

Non-Departmental Revenues	0010.380.308.910.000	Unassigned Beginning Cash	\$ (7,731.00)
Assessor	0010.170.514.230.458	Interfund Vehicle Replacement	\$ (8,178.00)
	0010.170.514.230.459	Interfund Vehicle Maintenance	\$ 447.00

Non-Departmental Revenues	0010.380.308.910.000	Unassigned Beginning Cash	\$ 1,400.00
Probation	0010.240.523.300.350	Small Tools & Minor Equipment	\$ 1,400.00

Special Revenue Funds

Seniors	1160.000.334.036.112	WSDOT RMG Transit	\$ 104,000.00
	1160.000.569.000.410	Professional Services	\$ 22,145.00
	1160.000.569.000.489	Interfund Repairs and Maint	\$ 20,000.00
	1160.000.594.690.640	Machinery and Equipment	\$ 61,855.00

Forester	1281.000.308.310.000	Beginning Restricted Cash	\$ 475.00
	1281.000.334.023.000	Reimbursement from DNR	\$ 121,749.00
	1281.000.389.000.000	Operating Transfer In	\$ 24,000.00
	1281.000.508.310.000	Ending Restricted Cash	\$ 29,382.00
	1281.000.554.900.100	Salaries and Wages	\$ 62,619.00
	1281.000.554.900.205	Retirement	\$ 6,507.00
	1281.000.554.900.210	Health Benefits	\$ 19,110.00
	1281.000.554.900.215	Payroll Taxes	\$ 7,063.00
	1281.000.554.900.310	Office Supplies	\$ 1,500.00
	1281.000.554.900.320	Fuel Consumed	\$ 2,200.00
	1281.000.554.900.350	Small Tools and Minor Equip	\$ 8,500.00
	1281.000.554.900.410	Professional Services	\$ 500.00
	1281.000.554.900.420	Communications	\$ 1,200.00
	1281.000.554.900.428	Radio Infrastructure	\$ 52.00
	1281.000.554.900.429	Radio Maintenance	\$ 425.00
	1281.000.554.900.430	Travel	\$ 1,200.00
	1281.000.554.900.450	Rentals and Leases	\$ 450.00
	1281.000.554.900.457	Computer/Server Replacement	\$ 1,416.00
	1281.000.554.900.459	Vehicle Maintenance	\$ 600.00
	1281.000.554.900.470	Utilities	\$ 3,500.00

DATE: January 24th, 2023

TO: The Skamania County Pioneer
PO Box 250
Stevenson, WA 98648

FROM: Skamania County Commissioners
Clerk of the Board
PO Box 790
Stevenson, WA 98648

Please publish the following documents on the dates indicated:

1. Document: Notice of public hearing to consider Resolution 2023-06, Supplemental Budget #1 for 2023
Publish as: Legal Notice
Publish on: February 1st, 2023 and February 8th, 2023
Send Bill to: Commissioners

NOTICE OF PUBLIC HEARING
Before the
Board of Skamania County Commissioners

PURPOSE: Skamania County Board of Commissioners hereby gives notice that a public hearing will be held to consider Resolution 2023-06 Supplemental Budget #1 for 2023 to supplement budgets for various funds due to unanticipated expenditures and revenues unknown at the time of approval of the 2023 Budget.

Oral and written comments will be considered at the public hearing by the Board of Commissioners. Written comments may be sent to Skamania County Board of Commissioners, Attn: Clerk of the Board, PO Box 790, Stevenson, WA 98648 or sackos@co.skamania.wa.us. Anyone interested may appear and be heard.

Copies of Supplemental Budget #1 are available to the public, after 1 p.m. on the Wednesday prior to the public hearing in the Commissioners' Office, Room 15, 240 NW Vancouver Avenue, Stevenson, WA.

DATE: February 14, 2023
TIME: 5:30 PM
PLACE: Skamania County Courthouse, Room No. 18 (lower level)
240 NW Vancouver Avenue
Stevenson, WA.

Commissioner Meetings are open to public attendance via ZOOM or in person. ZOOM numbers are as follows with audio only.


1 346 248 7799 US 1 312 626 6799 US
1 646 558 8656 US 1 669 900 9128 US

Meeting ID: 889 0632 1210

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

Skamania County Courthouse is accessible for persons with disabilities. Please let us now if you will need any special accommodations in order to attend the meeting. (509) 427-3700.

DATED this 24th day of January 2023.


Lisa Sackos
Clerk of the Board

Publish: February 1st, 2023, and February 8th, 2023

Lisa Sackos

From: Lisa Sackos
Sent: Tuesday, January 24, 2023 1:28 PM
To: scpioneerlegals@gorge.net
Subject: Legal Ad
Attachments: Pioneer Publication Transmittal Supplemental Budget #1 for 2023.doc; Notice of Public Hearing Supplemental Budget #1 for 2023.doc

Good afternoon,

Please publish according to transmittal.

Thank you,

Lisa Sackos

Clerk of the Board
240 NW Vancouver AVE
PO BOX 790
Stevenson, WA 98648
Phone: (509) 427-3706
<https://www.skamaniacounty.org/departments-offices/commissioners>

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