

SKAMANIA COUNTY BOARD OF COMMISSIONERS
240 NW Vancouver Ave.
Stevenson, WA 98648
Agenda for March 21, 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, March 21, 2023

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

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

1. Skamania County Homeless Housing Council Board
2. Award- Courthouse replumb project to Copper Mechanical
3. 2023 Lodging Tax Contract
4. 2023 annual reports for CRAB and authorize the Chair to sign the Submittal Certification Form

Walk-In Item – On-Call Contract for Civil Engineering Services with HHPR Inc.

Walk-In Item – On-Call Contract for Structural Engineering Services

Voucher Approval
 Payroll Approval

Noxious Weed Updates with Emily Stevenson

Meeting Updates

10:00 AM Department Head Reports

10:30 AM Workshop with Kathy Fitzpatrick, Senior Project/Mobility Manager for MCEDD, to discuss the Gorge Regional Transit Strategy


Lunch

1:30 PM Forest Service Updates

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

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	Community Health Department	Signature 
<u>AGENDA DATE</u>	BOCC, 03/21/2023	
<u>SUBJECT</u>	Skamania County Homeless Housing Council Advisory Board	
<u>ACTION REQUESTED</u>	Approval/Signature	

SUMMARY/BACKGROUND

The three (3) attached letters have been submitted by the Skamania County Homeless Housing Council Board Members requesting that they be re-appointed and continue serving on the Board for another (2) two-year term as set forth in Resolution 2007-13.

FISCAL IMPACT

None

RECOMMENDATION

Sign

LIST ATTACHMENTS

Agenda Commentary
Letter of Request for re-appointment from:

Lisa Alexander, Appointee for Domestic Violence/Sexual Assault
Mary Repar, Appointee for Public
Tamara Cissell, Appointee for Mental Health/Substance Abuse

Date: 03/14/2023

Board of Commissioners
PO Box 790
Stevenson, WA 98648

Dear Commissioners:

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

I work directly in the community with survivors/ victims of domestic violence, sexual assault and child abuse. We work with clients that are homeless or about to be affected by homelessness.

We are a community partner and serve a priority population. Because of this interaction

we have information that is relevent to this group.

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 Council on DV & SA (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: Lisa Alexander

Address: [REDACTED]

Stevenson, WA

98648

Phone: [REDACTED]

Email: [REDACTED]

Date: 02 March 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:

I understand the trauma that comes with homelessness, or being in the position
The stress and trauma can become overwhelming at times. I believe in contributi
I am also on the Healthy Skamania Advisory Board and the Substance Use Disc

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 our community
(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: Mary Repar

Address: [REDACTED]

[REDACTED]

Stevenson, WA 98648

Phone: [REDACTED]

Email: [REDACTED]

Date: March 13, 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:

I have a strong interest in safe and affordable housing and collaborating around addressing barriers the homeless experience:

- 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 Behavioral Health (mental health and substance use)
(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: *Tammie Cress*

Address: [REDACTED]
Stevenson, WA 98648

Phone: [REDACTED]

Email: [REDACTED]

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>	<u>Public Works</u> Department	 _____ Signature
<u>AGENDA DATE</u>	<u>March 21, 2023</u>	
<u>SUBJECT</u>	<u>Award – Courthouse Replumbing</u>	
<u>ACTION REQUESTED</u>	<u>Award Courthouse replumb project to Copper Mechanical.</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.

We had three contractors show up for the mandatory walk through 2/27/2023.

FISCAL IMPACT

The Public Works Department has budgeted \$250,000.00 for this work.

RECOMMENDATION

County Commissioners approve and award Skamania County Courthouse replumb project to Copper Mechanical

LIST ATTACHMENTS

- Bid Matrix
- Bid Bond
- Bid Proposal
- Scope

Board of County Commissioners to award Skamania County Courthouse Replumb to Copper Mechanical to do the retrofit replumb work on the Courthouse plumbing from the 1st floor to the 3rd floor during off hours of use.

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

Chair

Commissioner

Commissioner

Date

ATTEST:

Clerk of the Board

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Amanda J Lee; Andrew Choruby; Brent Olson; Casey Geske; Christopher A Reburn; Gail A Price; Gloria Bruning; J Patrick Dooney; Joel Dietzman; Justin Cumnock; Leticia Romano; Philip O Forker; Richard W Kowalski; Sterling Drew Roddan; Vicki Mather

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

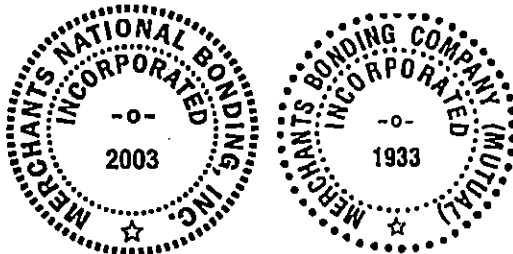
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 13th day of December, 2021.

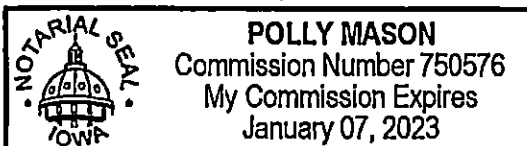


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 13th day of December, 2021, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

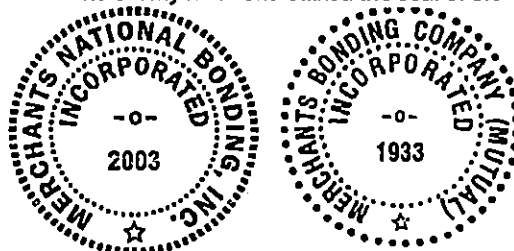


(Expiration of notary's commission does not invalidate this instrument)

Polly Mason
Notary Public

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 14th day of March, 2023.



William Warner Jr.
Secretary

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	5,000
2	6,000
3	24,000
4	4,000
5	24,000
6	8,000
7	9,000
8	60,000
9	35,000
10	35,000
11	15,000
Sub-Total	225,000
Sales Tax	17,325
Total Bid	242,325

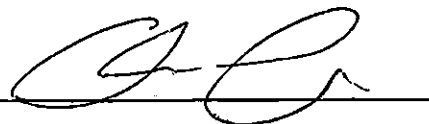
Business Name Copper Mechanical LLC

Representative Name Andrew Lee
(360) 852-1523

Business Lic. # CoppeML79203

Date 3.14.2023

Representative Signature

A handwritten signature in black ink, appearing to be the initials 'GL', written over a horizontal line.

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 Events	
	Department	Signature
<u>AGENDA DATE</u>	03/21/23	
<u>SUBJECT</u>	2023 Lodging Tax Contract	
<u>ACTION REQUESTED</u>	Sign the Contract	

SUMMARY/BACKGROUND

Skamania County Community Events and Recreation hosts the 4th of July event. The 4th of July fireworks increased in price this year due to supply and rising costs. CE&R requested an additional \$4,000 to cover this increase to the Lodging Tax Advisory Committee and it was approved 5 yes, 0 no. This contract is for the 4th.

FISCAL IMPACT

\$4,000 in Lodging Tax

RECOMMENDATION

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

LIST ATTACHMENTS

Facesheet
Contract

COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS

1. Contract Number: LTAC_CEAR_2023

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

3. Contractor Information: Contractor: Skamania C.E.&R.
Contact Person: Alex Hays
Title: Program Manager
Address: PO Box 369
Address: Stevenson, WA 98648
Phone: 509.427.3979
Email/Web: hays@co.skamania.wa.us

4. Brief description of purpose of the contract and County's contracted duties: Tourism Promotion 4th of July Event

5. Term of Contract: From: 01/01/23 To: 12/31/23

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

- Exempt (Purchase is \$2,500 or less upon order of the Board of Commissioners)
- Informal Bid Process (Formal Quotes between \$2,500 and \$25,000)
- Formal Sealed Bid Process (Purchase is over \$25,000)
- This contract was awarded under **RCW 36.32.245** or Skamania County Code _____. Please provide a summary of the competitive process by which this contract was awarded or the exemption and why it applies. **Visit <http://apps.leg.wa.gov/rcw/default.aspx?cite=36.32.245> for complete text of the RCW**

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

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

7. Amount Budgeted in Current Year: \$4,000 Hotel/Motel Fund 1030.000
8. Amount Not Budgeted in Current Year: \$4,000
Total Non-County Funds Committed: \$ Source: _____
Total County Funds Committed: \$
TOTAL FUNDS COMMITTED: \$4,000 1030.000.557.304.410*

9. County Contact Person: Name: Alex Hays
Title: Community Events Program Manager
Submitted for the Ska. Co. LTAC

10. Department Approval: 
Department Head or Elected Official Signature

**SKAMANIA COUNTY - PROFESSIONAL SERVICE CONTRACT BETWEEN
SKAMANIA COUNTY
AND SKAMANIA COUNTY COMMUNITY EVENTS AND RECREATION
(2023)**

THIS CONTRACT, by and between **SKAMANIA COUNTY**, a municipal corporation, hereinafter referred to as the "**COUNTY**", and **SKAMANIA COUNTY COMMUNITY EVENTS AND RECREATION** hereinafter referred to as the "**CONTRACTOR**",

WITNESSETH THAT:

1. AUTHORITY TO CONTRACT.

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

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

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

2. INDEPENDENT CONTRACTOR STATUS.

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

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

3. **SERVICES TO BE RENDERED.**

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

4. **TERMS OF CONTRACT**

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

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

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

6. **PAYMENTS FOR SERVICES.**

- A. The consideration for the services to be performed by the **CONTRACTOR** shall not exceed **\$4,000**, including Washington sales tax, and shall be paid as outlined below or in Attachment B, consisting of **one (1)** pages.
- B. Payment on the account of the contracted services shall be made not more than monthly, based on submission by the **CONTRACTOR** to the **COUNTY'S** contracting officer of reports and invoices describing the services performed in sufficient detail to enable the **COUNTY'S** contracting officer to adequately determine the services for which payment is sought. Payment is due within thirty (30) days of submission of accepted detailed invoice.

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

7. **INSURANCE**

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

8. **INDEMNIFICATION**

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

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

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

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

9. **GOVERNING LAW.**

The parties agree that this contract shall be governed by the laws of the State of Washington

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

10. **ASSIGNABILITY.**

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

11. **EQUAL EMPLOYMENT OPPORTUNITY.**

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

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

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

12. **NONCOMPLIANCE WITH NONDISCRIMINATION PLAN**

In the event of the **CONTRACTOR'S** noncompliance or refusal to comply with the above nondiscrimination plan, this contract may be rescinded, canceled or terminated in whole or

in part, and the contractor may be declared ineligible for further contracts with the COUNTY. The COUNTY shall, however, give the CONTRACTOR reasonable time to cure this noncompliance. Any dispute may be resolved with the "Disputes" procedure set forth herein.

13. **DISPUTES**

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

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

14. **WAGE AND HOUR COMPLIANCE.**

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

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

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

CONTRACTOR'S breach to the extent they are adequate.

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

16. ~~OWNERSHIP OF WORK PRODUCTS.~~

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

17. ~~CRIMINAL HISTORY CHECKS~~

~~The CONTRACTOR agrees to assure a criminal history check for all individuals in supervisory positions with minors (including but not limited to instructors, coaches and assistant coaches) has been completed prior to unsupervised contact with a minor. The CONTRACTOR further agrees to provide the COUNTY with evidence of a criminal history check for each individual.~~

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

DATED: _____, 2023.

SKAMANIA COUNTY
BOARD OF COMMISSIONERS

COMMUNITY EVENTS AND REC.

Chairman



Alex Hays Manager

Commissioner

3/9/23

Date

Commissioner

APPROVED AS TO FORM ONLY:

ATTEST:

Prosecuting Attorney

Clerk of the Board

ATTACHMENT "A"
2023 SCOPE OF WORK
SKAMANIA COUNTY COMMUNITY EVENTS AND RECREATION

DESCRIPTION OF PROJECT/EVENT

Community Events and Recreation is a government entity that works cooperatively with various agencies to promote events, recreation and tourism within Skamania County.

Community Events and Recreation have applied for three projects to enhance the guest experience at the events located on the Skamania County fairgrounds.

ALLOWABLE USE OF FUNDING

Funds authorized may only be utilized on projects that meet requirements listed under RCW 67.28.1816, and more specifically the projects/tasks listed herein.

\$4,000 for Fireworks Display for the 4th of July

DELIVERABLES

Annually: CONTRACTOR will submit, with initial invoice a copy of their yearly marketing plan and a sampling of marketing material.

ATTACHMENT "B"
2023 PAYMENTS FOR SERVICES
SKAMANIA COUNTY COMMUNITY EVENTS AND RECREATION

To receive payment CONTRACTOR shall:

- Provide a invoice to COUNTY when work is completed

Requests for payments shall be mailed to:

Skamania County Community Events and Recreation
Accounts Payable
PO BOX 369
Stevenson, WA 98648

Schedule of Payments:

Reimbursement will be provided by invoice


Annual Reporting:

CONTRACTOR shall complete the appropriate event/project report which will be provided to CONTRACTOR by the COUNTY and will include a scheduled due date for return.

The report will be inclusive of, but not limited to the following information:

- Estimates of attendance and/or tourism in the following categories –
 - staying overnight in paid accommodations away from their place of residence or business;
 - staying overnight in unpaid accommodations and traveling more than 50 miles
 - staying for the day only and traveling more than 50 miles
- Project expense detail
- Project summary

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	Public Works Department	 Signature
<u>AGENDA DATE</u>	March 21, 2023	
<u>SUBJECT</u>	CRAB Report Certification	
<u>ACTION REQUESTED</u>	Approve and Sign CRAB Certification Form	

SUMMARY/BACKGROUND

Submittal of the annual reports for the 2022 calendar year to the County Road Administration Board at the April 1, 2023, deadline requires a review and signature by the Board of Commissioners. The County Engineer has completed the required reports and is ready to send the digital submittals to meet the CRAB deadline. Skamania County did not have a Road Levy shift in 2022 and did not make a diversion from the Road Funds for Traffic Law Enforcement in 2022. Therefore, the signatures of the County Sheriff and County Auditor are not necessary for this year's reporting document.

FISCAL IMPACT

None

RECOMMENDATION

It is recommended that the Board of Commissioners approve the 2022 Annual Reports for CRAB and authorize the Chairman to sign the Submittal Certification Form.

LIST ATTACHMENTS

2023 Submittal Certification for Forms Due April 1st, 2023
2022 Annual Certification
2022 Annual Construction Report
2022 County Arterial Preservation Accomplishments Report
2022 Annual Certification for Standard of Good Practice Maintenance Management
2022 Fish Passage Certification
2022 Certification of Diversion and Round Fund Expenditures for Traffic Law Enforcement

Skamania County Annual Certification For Calendar Year 2022

WAC 136-04

MANAGEMENT AND ADMINISTRATION

A. During 2022 the County Engineer performed the duties and had the responsibilities specified in RCW 36.80.030. Yes

Explanation:

B. At any time during 2022 was there a vacancy/change in the position of County Engineer? If so, were the procedures in WAC 136-12 followed? No

Explanation:

C. The processing of County Road Accident Reports during 2022 complied with WAC 136-28. Yes

Explanation:

D. Priority Programming techniques were applied to the ranking of all potential projects on the arterial road system in 2022 per WAC 136-14-020. No

Explanation:

The priority programming techniques were applied to the ranking of all potential projects on the arterial road system in 2022 per WAC 136-14-020 and the direction of Skamania County Engineer in 2022.

E. As of December 31, 2022 the management of the county road department was in accordance with policies set by the county legislative authority including, but not limited to, the following specific policies required by WAC 136-50-050:

*Has your agency sent the most recently adopted version to CRAB WAC 136-50-050, 136-14-030, 136-600-070?

POLICY	WAC	DATE OF CURRENT VERSION
Re: Organization	136-50-050(1)	12/14/2021
Re: Complaint Handling	136-50-050(2)	03/17/2020
Re: Work for Others	136-50-050(3)	09/28/1987
Re: County Road Standards	136-50-050(4)	12/07/1981
Re: Survey Monument Preservation	136-50-050(5)	11/08/2022
Re: Priority Programming	136-14-030	10/01/2020
Re: ER & R Policy	136-600-070	12/12/2017
Re: ER & R (Adopted Rates)	136-600-070	
Re: ER & R (Adopting Resolution)	136-600-070	

Explanation:

F. The following were submitted to CRAB in a timely manner:

DOCUMENT	WAC	DUE DATE	DATE OF ADOPTION / PREPARATION	DATE SENT TO CRAB
'22 Six-Year Program	136-15-050	31-DEC-21	12/14/2021	12/21/2021
'22 Annual Construction Program	136-16-040	31-DEC-21	12/14/2021	12/22/2021
'22 CAPP Program	136-300-060	31-DEC-21	12/14/2021	12/21/2021
'22 Road Fund Budget		31-DEC-21	12/14/2021	12/21/2021
'22 Maintenance Management Work Plan & Budget	136-11-040	31-DEC-21	12/14/2021	12/21/2021
'22 Road Levy	136-150-021	01-FEB-22	02/01/2022	02/01/2022
'21 Certification of Diversion and Road Fund Exp. For Traffic Law Enforcement	136-150-022	01-APR-22	03/29/2022	03/29/2022
'21 Engineer's Certification of Fish Barrier Removal Costs	136-150-023	01-APR-22	03/29/2022	03/29/2022
'21 Certification of Road Fund Exp. for Marine Navigation and Moorage	136-150-025	01-APR-22	03/29/2022	03/29/2022
'21 Annual Construction Report	136-16-050	01-APR-22	03/29/2022	03/29/2022
'21 CAPP Report	136-300-090	01-APR-22	03/29/2022	03/29/2022
'21 Maintenance Management Certification	136-11-050	01-APR-22	03/29/2022	03/29/2022

'21	Annual Certification	136-04-030	01-APR-22	03/29/2022	03/29/2022
'21	Road Log Update	136-60-030	01-MAY-22	06/13/2022	06/14/2022
'22	PMS Certification for CAPA Eligibility	136-70-070	31-DEC-22	12/13/2022	12/21/2022
'22	ER & R Submittals: Adopted Rates	136-600-070	31-DEC-22	12/13/2022	12/21/2022
'22	ER & R Submittals: Adopting Resolution	136-600-070	31-DEC-22	12/12/2017	12/21/2022

Explanation:

G. Projects to which construction expenditures were charged were all on the originally adopted 2022 Annual Program or as amended per WAC 136-16-042 - Attach Amendments. (If No, please attach a brief explanation.) Yes

Explanation:

H. The County's construction by county forces limit for 2022 computed in accordance with RCW 36.77.065: \$805,201.60

I. The actual expenditure for construction by county forces as reported in the 2022 Annual Const. Report: \$0.00

J. As required by WAC 136-20-060, a written Bridge and Inspection Report for 2022 was furnished to the legislative authority on (attach a copy): 12/13/2022

of NBI Bridges as of December 31, 2022: 27

Skamania County
2022
Annual Construction Report
WAC 136-16

(A) TOTAL CONSTRUCTION DONE (total sum of column 15 + column 16): \$443,093.00
 (B) COMPUTED COUNTY FORCES LIMIT: \$805,201.60
 (C) TOTAL COUNTY FORCES CONSTRUCTION (total sum of column 16): \$0.00

(1)	(2)	(3)	(4)	(5)			(6)	(7)	(8)	(9)	(10)	(11)		(12)	(13)	(14)	(15)		(16)	(17)	(18)
Annual Program Item No.	C.R.P. No.	Project Status	Project Name	Road #	Road Segment Information			Completed Length(mi.)	Project Type Code	County Forces Project Announcement	County Forces Project Closure	County Road Funds	Sources of Funds		FE & CE (\$95.10)	Right of Way (\$95.20)	Estimated Expenditures Dollars		Grand Total (All 595)	Notes and Comments	
					Road Name	BMP	EMP						FEC	Other Funds Amount			Program Source	Construction Contract			County Forces
1	2020-02	Open	County Wide Safety Improvement "2019 Guardrail & Signage Project"				0.00	Safety			\$12,343	\$387,193.00	HSIP	\$24,907	\$0	\$374,629	\$0	\$399,536	Final Closure January 26, 2023		
2	2020-01	Open	Metzger Road	20490	Road Name: Metzger Road From: Wind River Road To: Wind River Road	1.22	2.07	08	0.85	2R	\$58	\$27,660.00 \$4,258.00	STP(R) CAPP	\$431	\$0	\$31,545	\$0	\$31,976			
3	2021-01	Open	Skamania Landings Road	10160	Road Name: Skamania Landings Road From: SR 14 / Railroad To: SR-14 / Railroad	0.03	1.06	08	1.03	2R	\$0	\$36,919.00	STP(R)	\$0	\$0	\$36,919	\$0	\$36,919			
4	2022-03	Open	Buck Creek Bridge	33750	Road Name: Big Buck Creek Road From: Buck Creek Bridge To: Buck Creek Bridge	0.05	0.06	09	0.00	Br	\$8,600	\$100.00	STP(BR)	\$8,700	\$0	\$0	\$0	\$8,700			
5	2022-01	Open	2021 Speed Limit & Regulatory Signage Project							Safety	\$0	\$2,049.00	HSIP	\$2,049	\$0	\$0	\$0	\$2,049			
6	2018-09	Fully completed	Brooks Road	20510	Road Name: Brooks Road From: Metzger Road To: End of County Road	0.00	0.63	08		RC	\$607			\$607	\$0	\$0	\$0	\$607	Skamania County withdrew project on July 27, 2022. CRAB acknowledgement letter on August 15, 2022		
											\$21,608	\$458,179		\$36,694	\$0	\$443,093	\$0	\$479,787			

Skamania County 2022 County Arterial Preservation Accomplishment Report WAC 136-300-090

CAPA & TPA CARRIED OVER FROM 2021:	\$3,228.21	MVA CARRIED OVER FROM 2021:	\$4,619.71	MAW CARRIED OVER FROM 2021:	
CAPA & TPA RECEIVED IN 2022:	\$106,394.04	MVA RECEIVED IN 2022:	\$33,559.27	MAW RECEIVED IN 2022:	\$69,849.59
CAPA & TPA SPENT IN 2022:	\$109,552.44	MVA SPENT IN 2022:	\$38,178.97	MAW SPENT IN 2022:	\$69,849.59
CAPA & TPA BALANCE CARRIED INTO 2023:	\$69.81	MVA BALANCE CARRIED INTO 2023:	\$0.01	MAW BALANCE CARRIED INTO 2023:	\$0.00

CAPP Eligible Activities

(1) ITEM NO.	(2) Project/Road Name	(3) Road #	(4) BMP	(5) EMP	(6) # Lanes	(7) From	(8) To	(9) FFC	(10) TRC	(11) C/L MILES	(12) LANE MILES	(13) FREIGHT & GOODS MILES	(14) Type of Work					(vi) % by Contract		
													(i) Work Code	(ii) CAPA & TPA \$s	(iii) MVA \$s	(iv) MAW \$s	(v) Other \$s			
1	Belle Center Road	10040	0.00	3.40	2	SR-14	County Boundary (Clark/Skamania)	08	99	3.41	6.82	0.00	3 4	\$77,941 \$30,692	\$0 \$0	\$69,850 \$0	\$0 \$0	\$0 \$0	0	
2	Salmon Falls Road	12130	0.00	0.68	2	SR-14	0.12 Miles North of Canyon Creek Rd	07	T4	0.68	1.36	0.68	3 4	\$0 \$0	\$29,472 \$5,368	\$0 \$0	\$0 \$0	\$0 \$0		
3	Metzger Road	20490	1.22	2.07	2	Wind River Road	Wind River Road	08	99	0.85	1.70	0.00	1	\$919	\$3,339	\$0	\$27,287	100		
4	Skamania Landings Road	10160	0.03	1.06	2	SR-14 / Railroad	SR-14 / Railroad	08	99	1.03	2.06	0.00	1	\$0	\$0	\$0	\$36,919	100		
											5.97	11.94	0.68			\$109,552.44	\$38,178.97	\$69,849.59	\$64,205.50	

Non-CAPP Eligible Activities

Description	Work Code	Centerline Miles	Lane Miles	FFC	TRC	\$s
Labarre Road	3 - Seals, all types	2.54	5.08	09 - Rural Local Access	Non Truck Route	\$115,720
North Fork Road	3 - Seals, all types	2.29	4.58	09 - Rural Local Access	Non Truck Route	\$94,483

**ANNUAL CERTIFICATION - STANDARD OF GOOD PRACTICE
MAINTENANCE MANAGEMENT WAC 136-11**

The following information is provided for the annual review of county compliance with the requirements of WAC 136-11-040. The information provided herein is current as of December 31, 2022, and summarizes Maintenance Management activities for Calendar Year 2022.

In accordance with WAC 136-11-040, maintenance management procedures have been used by this county to guide cost-effective maintenance and preservation activities on county roads in the previous calendar year. **Yes**

Skamania County's maintenance management practices meet the following requirements, in accordance with WAC 136-11-040:

- (1) An inventory of significant maintainable road features (physical assets) has been prepared and/or updated. **Yes**
- (2) Activity Guidelines have been prepared, reviewed and/or updated for all significant maintenance activities. **Yes**
- (3) A work program and budget has been prepared for maintenance activities planned in the year. This work program and budget is based upon the road features to be maintained, the types and amounts of maintenance work planned and the costs for the labor, equipment and materials needed to complete the work. **Yes**
- (4) Labor, equipment and material resource requirements needed to accomplish the planned workload are identified. **Yes**
- (5) Work scheduling procedures are identified, documented, and utilized in carrying out the maintenance work program. **Yes**
- (6) Reports showing work accomplishment and cost have been prepared and reviewed by managers and supervisors. **Yes**

FISH PASSAGE CERTIFICATION
WAC 136-150-023

Submitting County: **Skamania** Budget Year: **2022**

Fish Passage Barrier Removal Projects

Project Name	Total Project Cost	Cost Outside of ROW	% of Total Cost (25% Allowed by WAC)
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Total Expenditures for Fish Passage Barrier Removal Outside County Rights-of-Way

Total Annual Road Construction Budget:	\$1,360,951.00
	<u>X 0.005</u>
1/2% of Total Annual Road (Limit of "Outside of Right-of-Way" expense)	= \$6,804.76
Total Expenditure for Fish Passage Barrier Removal Outside County Right-of-Way	\$0.00

RCW 36.79.140 provides that only those counties that during the preceding twelve months have spent all revenues collected for road purposes only for such purposes, including removal of barriers to fish passage and accompanying streambed and stream bank repair as specified and limited by RCW 36.82.070 , as are allowed by Article II, Section 40 of the Washington State Constitution, are eligible to receive funds from the Rural Arterial Trust Account.

Skamania County 2022
**CERTIFICATION OF DIVERSION AND ROAD FUND EXPENDITURES FOR TRAFFIC LAW
 ENFORCEMENT**
 WAC 136-150-022

Total Road Levy:

Budgeted Road Levy revenue (as listed on the Road Levy Certification - WAC 136-150-021):	\$2,050,000.00
Actual Road Levy revenue produced:	\$2,051,679.75

Road Levy Diversion:

Budgeted Road Levy Diversion (as listed on the Road Levy Certification - WAC 136-150-021):	\$0.00
Actual amount of Diverted Road Levy:	\$0.00
Was Diverted Road Levy deposited in a specific and identifiable account (RCW 36.82.040):	N/A

Traffic Law Enforcement Paid by Road Fund Expenditures:

Budgeted cost reimbursements and/or operating transfers from the Road Fund:	\$0.00
Actual total amount of cost reimbursements and/or operating transfers from the Road Fund:	\$0.00

Total Road Portion Traffic Law Enforcement Expenditures:

\$0.00

Total Traffic Law Enforcement Expense (ALL COUNTY FUNDS):

\$0.00

RCW 36.79.140 provides that only those counties that during the preceding twelve months have spent all revenues collected for road purposes only for such purposes, including traffic law enforcement, as are allowed by Article II, Section 40 of the Washington State Constitution, are eligible to receive funds from the Rural Arterial Trust Account.

This form must be reviewed and certified (on the "Engineer's Certification Form") by:

- **County Sheriff**
- **County Auditor OR Charter designated Chief Financial Officer**
- **Chair, Board of County Commissioners OR County Executive**

**Skamania County
Reports for 2022
Digital Submittal Certification
for Forms Due April 1st**

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

~~2022 RAP Certification of Diversion and Road Fund Expenditures for Traffic Law Enforcement~~

~~I hereby certify that the above report is true and accurate and that I have reviewed and approved the report for submission to the County Road Administration Board in accordance with [WAC 136](#).~~

~~Signed: _____ Date: _____
County Sheriff~~

~~Signed: _____ Date: _____
County Auditor~~

~~Signed: _____ Date: _____
Chair / Executive~~

2022 Certification of Road Fund Expenditures for Fish Passage Barrier Removal

2022 Annual Certification

I hereby certify that the Fish Passage Removal and Annual Certifications are true and accurate and that I have reviewed and approved the report for submission to the County Road Administration Board in accordance with [WAC 136](#).

Signed: _____ Date: _____
Chair / Executive

Signed:  _____ Date: 3/21/2023
County Engineer

2022 County Ferry System Operations Report

2022 Annual Construction Report

2022 County Arterial Preservation Report

2022 Certification of Road Fund Expenditures for Marine Navigation and Moorage

2022 Maintenance Management Annual Certification

I hereby certify that the County Ferry System Operations Report, Annual Construction Report, County Arterial Preservation Report, Marine Navigation and Moorage Certification, and Maintenance Management Certification 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](#).

Signed:  Date: 3/21/2023
County Engineer

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>	Public Works Department	 Signature
<u>AGENDA DATE</u>	March 21, 2023	
<u>SUBJECT</u>	On-Call Civil Engineering Services	
<u>ACTION REQUESTED</u>	Execute On-Call Contract for Civil Engineering Services with HHPR Inc.	

SUMMARY/BACKGROUND

Skamania County solicited RFQs for On-Call Consultants in December 2022 and January 2023. We received several responses. After an initial selection process and then interviews, and HHPR has shown to be the best firm to supply Skamania County with the services requested for the discipline of Civil Engineering. Public Works is seeking professional services contract for one year ending March of 2024.

FISCAL IMPACT

The Public Works Director or County Engineer may assign task orders when sufficient funds are available.

RECOMMENDATION


That the Skamania County Board of Commissioners approves the professional services contract with HHPR Inc. for On-Call Civil Engineering service.

LIST ATTACHMENTS

- Contract Face Sheet
- Negotiated Hourly Rate Contract Agreement

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COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	Public Works Department	 Signature
<u>AGENDA DATE</u>	March 21, 2023	
<u>SUBJECT</u>	On-Call Structural Engineering Services	
<u>ACTION REQUESTED</u>	Execute On-Call Contract for Structural Engineering Services with DOWL Engineering.	

SUMMARY/BACKGROUND

Skamania County solicited RFQs for On-Call Consultants in December 2022 and January 2023. We received several responses. After an initial selection process and then interviews, and DOWL has shown to be the best firm to supply Skamania County with the services requested for the discipline of Structural Engineering. Public Works requests a professional services contract for one year ending March of 2024.

FISCAL IMPACT

The Public Works Director or County Engineer may assign task orders when sufficient funds are available.

RECOMMENDATION

That the Skamania County Board of Commissioners approves the professional services contract with DOWL Engineering. for On-Call Structural Engineering service.

LIST ATTACHMENTS

- Contract Face Sheet
- Negotiated Hourly Rate Contract Agreement

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