

SKAMANIA COUNTY BOARD OF COMMISSIONERS
240 NW Vancouver Ave.
Stevenson, WA 98648
Agenda for April 4th, 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>

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 Wednesday 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, April 4th, 2023

9:30 AM Call to Order
 Pledge of Allegiance
 Public Comment (3 minutes)
 Written Public Comment submitted by Mitch Patton regarding COVID-19 relief money.

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. Minutes for meeting March 7th, 2023.
2. Liquor license application for RML 168, LLC.
3. Special occasion liquor license application for Cape Horn American Legion Post 122.
4. Special occasion liquor license application for Choice Charities.
5. Request from Sheriff's Office to surplus outdated equipment.
6. Resolution 2023-16, Call for Bid Proposal for the purpose of selecting an official county newspaper for the contract period July 1st, 2023, through June 30th, 2024.
7. Associate Development Organization (ADO) certification/designation form for Department of Commerce.
8. Interlocal agreement with the City of Stevenson for building permitting and inspection services.
9. Contract with Clark Regional Emergency Services Agency (CRESA) to enhance Region IV's preparedness against threats of domestic and foreign terrorist activities.

Voucher Approval
 Payroll Approval

Meeting 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.

BOARD OF SKAMANIA COUNTY COMMISSIONERS
Skamania County Courthouse
240 NW Vancouver Ave. Lower Level, Room 18
Stevenson, WA 98648
Minutes for Meeting of March 7th 2023

The Commissioners' business meeting was called to order at 9:30 a.m. on March 7th, 2023, at the Commissioners' Meeting Room, 240 NW Vancouver Avenue in Stevenson, WA with Commissioners, Asa Leckie, Richard Mahar, T.W. Lannen, Chair present.

The Pledge of the Allegiance was led by David Waymire, Public Works Director.

There was no public comment.

Written comment received from Mary Repar, regarding Underwood Conservation Districts chipping program.

Commissioner Mahar moved to approve, seconded by Commissioner Leckie, and the motion carried unanimously to approve the Proclamation for American Red Cross Month March 1st, 2023, to March 31st, 2023.

Commissioner Leckie moved to approve, seconded by Commissioner Mahar, and the motion carried unanimously to approve the Consent Agenda as follows:

1. Minutes for meeting January 10th, 18th, 24th, and 31st – February 1st, 2023.
2. Minutes for meeting February 7th and 14th, 2023.
3. Notice from Washington State Liquor Board of discontinuance of liquor license for Aniche Cellars.
4. Authorization to purchase ADA minivan for Senior Services.
5. Contract with PacifiCorp to provide law enforcement services.
6. Interlocal Agreement addendum #1 with City of Stevenson for building inspection services.

Commissioner Mahar moved, seconded by Commissioner Leckie and the motion carried unanimously to approve vouchers for the period dated March 7th, 2023, in the total amount of \$121,258.20 with \$82,450.02 being Current Expense, covering warrant numbers 191362 through 191424.

Commissioner Leckie moved, seconded by Commissioner Mahar, and the motion carried unanimously to approve payroll for the period of February 15th, 2023, through February 28th, 2023, in the total amount of \$668,884.66 with \$402,029.91 being Current Expense, covering warrant numbers 44037 through 44056 and direct deposit numbers 76966 through 77146.

Commissioner Leckie moved to approve, seconded by Commissioner Mahar, and the motion carried unanimously to approve OSHA's 300A Summary of Work-Related Injuries and Illness report.

Commissioner Mahar moved to approve, seconded by Commissioner Leckie, and the motion carried unanimously to approve the emergency contract takeover with Back Country Plowing and Grooming for the remainder of the contract for Forest Service 90 and 25 roads.

Commissioner Leckie moved to approve, seconded by Commissioner Mahar, and the motion carried unanimously to approve the Capital Assets Inventory.

The Board reported on various meetings they attended.

The meeting adjourned at 10:08 AM.

ATTEST:

**BOARD OF COMMISSIONERS
SKAMANIA COUNTY, WASHINGTON**

Chairman T.W. Lannen

Commissioner Richard Mahar

Clerk of the Board Lisa Sackos

Commissioner Asa Leckie

Aye _____
Nay _____
Abstain _____
Absent _____

NOTICE OF LIQUOR LICENSE APPLICATION

WASHINGTON STATE LIQUOR AND CANNABIS BOARD

License Division - P.O. Box 43098
Olympia, WA 98504-3098
Customer Service: (360) 664-1600
Fax: (360) 753-2710
Website: <http://lcb.wa.gov>

TO: SKAMANIA COUNTY COMMISSIONERS

RETURN TO: localauthority@sp.lcb.wa.gov

RE: CHANGE OF LOCATION APPLICATION

DATE: 3/23/23

from RML 168
9491 COOK UNDERWOOD RD
UNDERWOOD WA 98651

APPLICANTS:

RML 168 LLC

License: 410997 - 6A County: 30
UBI: 604-431-575-001-0002
Tradename: VEILED MAIDEN

KASELITZ, MELISSA ANN
1974-09-29
LANGE, RYAN DAVID
1973-04-03

New Loc: 112 KOLLOCK KNAPP RD
UNDERWOOD WA 98651-9195

Mail: 522 CONNECTICUT ST
SAN FRANCISCO CA 94107-2833

Phone No.: 415-713-4118 MELISSA KASELITZ

Privileges Applied For:
DOMESTIC WINERY < 250,000 LITERS

As required by RCW 66.24.010(8), the Liquor and Cannabis Board is notifying you that the above has applied for a liquor license. You have 20 days from the date of this notice to give your input on this application. If we do not receive this notice back within 20 days, we will assume you have no objection to the issuance of the license. If you need additional time to respond, you must submit a written request for an extension of up to 20 days, with the reason(s) you need more time. If you need information on SSN, contact our CHRI desk at (360) 664-1724.

- | | YES | NO |
|---|--------------------------|--------------------------|
| 1. Do you approve of applicant? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Do you approve of location? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. If you disapprove and the Board contemplates issuing a license, do you wish to request an adjudicative hearing before final action is taken? | <input type="checkbox"/> | <input type="checkbox"/> |
| (See WAC 314-09-010 for information about this process) | | |
| 4. If you disapprove, per RCW 66.24.010(8) you MUST attach a letter to the Board detailing the reason(s) for the objection and a statement of all facts on which your objection(s) are based. | | |

DATE

SIGNATURE OF MAYOR, CITY MANAGER, COUNTY COMMISSIONERS OR DESIGNEE

WASHINGTON STATE LIQUOR AND CANNABIS BOARD - LICENSE SERVICES
 1025 UNION AVE SE - P O Box 43075
 Olympia WA 98504-3075
specialoccasions@lcb.wa.gov Fax: 360-753-2710

TO: SKAMANIA COUNTY COMMISSIONERS

MARCH 24, 2023

SPECIAL OCCASION #: 090091

CAPE HORN AMERICAN LEGION POST 122
 10221 WASHOUGAL RIVER RD
 WASHOUGAL, WA 98671

DATE: JUNE 16, 2023
 JUNE 17, 2023

TIME: 12:00 PM TO 11:00 PM
 12:00 PM TO 12:00AM

PLACE: CAPE HORN AMERICAN LEGION POST 122 - IN PERSON - 10221 WASHOUGAL RIVER RD,
 WASHOUGAL

CONTACT: MICHEAL EDWARDS (DOB: 11.19.1954) 360-635-8293

SPECIAL OCCASION LICENSES

- * Licenses to sell beer on a specified date for consumption at a specific place.
- * License to sell wine on a specific date for consumption at a specific place.
- * Beer/Wine/Spirits in unopened bottle or package in limited quantity for **off** premise consumption.
- * Spirituous liquor by the individual glass for consumption at a specific place.

If return of this notice is not received in this office within 20 days from the above date, we will assume you have no objections to the issuance of the license. If additional time is required please advise.

- | | | |
|--|------------------------------|-----------------------------|
| 1. Do you approve of applicant? | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 2. Do you approve of location? | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 3. If you disapprove and the Board contemplates issuing a license, do you want a hearing before final action is taken? | YES <input type="checkbox"/> | NO <input type="checkbox"/> |

| <u>OPTIONAL CHECK LIST</u> | <u>EXPLANATION</u> | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
|----------------------------|--------------------|------------------------------|-----------------------------|
| LAW ENFORCEMENT | _____ | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| HEALTH & SANITATION | _____ | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| FIRE, BUILDING, ZONING | _____ | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| OTHER: | _____ | YES <input type="checkbox"/> | NO <input type="checkbox"/> |

If you have indicated disapproval of the applicant, location or both, please submit a statement of all facts upon which such objections are based.

DATE SIGNATURE OF MAYOR, CITY MANAGER, COUNTY COMMISSIONERS OR DESIGNEE

WASHINGTON STATE LIQUOR AND CANNABIS BOARD - LICENSE SERVICES
 1025 UNION AVE SE - P O Box 43075
 Olympia WA 98504-3075
specialoccasions@lcb.wa.gov Fax: 360-753-2710

TO: SKAMANIA COUNTY COMMISSIONERS

MARCH 28, 2023

SPECIAL OCCASION #: 090848

CHOICE CHARITIES
 1330 GRAND PL
 VANCOUVER, WA 98661

DATE: JUNE 23, 2023
 JUNE 24, 2023

TIME: 4 PM TO 11 PM
 1 PM TO 11 PM

PLACE: SKAMANIA COUNTY FAIRGROUNDS - 710 SW ROCK CREEK DR, STEVENSON

CONTACT: SHERIE SZUBSKI (DOB: 1.23.1968) (425) 698-3236

SPECIAL OCCASION LICENSES

- * __ Licenses to sell beer on a specified date for consumption at a specific place.
- * __ License to sell wine on a specific date for consumption at a specific place.
- * __ Beer/Wine/Spirits in unopened bottle or package in limited quantity for **off** premise consumption.
- * __ Spirituous liquor by the individual glass for consumption at a specific place.

If return of this notice is not received in this office within 20 days from the above date, we will assume you have no objections to the issuance of the license. If additional time is required please advise.

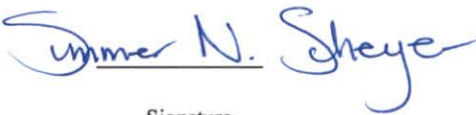
- | | | |
|--|---------|--------|
| 1. Do you approve of applicant? | YES ___ | NO ___ |
| 2. Do you approve of location? | YES ___ | NO ___ |
| 3. If you disapprove and the Board contemplates issuing a license, do you want a hearing before final action is taken? | YES ___ | NO ___ |

| <u>OPTIONAL CHECK LIST</u> | <u>EXPLANATION</u> | YES ___ | NO ___ |
|----------------------------|--------------------|---------|--------|
| LAW ENFORCEMENT | _____ | YES ___ | NO ___ |
| HEALTH & SANITATION | _____ | YES ___ | NO ___ |
| FIRE, BUILDING, ZONING | _____ | YES ___ | NO ___ |
| OTHER: | _____ | YES ___ | NO ___ |

If you have indicated disapproval of the applicant, location or both, please submit a statement of all facts upon which such objections are based.

DATE SIGNATURE OF MAYOR, CITY MANAGER, COUNTY COMMISSIONERS OR DESIGNEE

COMMISSIONER'S AGENDA ITEM COMMENTARY

| | | |
|--------------------------------|---|--|
| <u>SUBMITTED BY</u> | <u>Sheriff Office</u> |  |
| <u>AGENDA DATE</u> | Department <u>April 4th, 2023</u> | Signature |
| <u>SUBJECT</u> | <u>Equipment Surplus</u> | |
| <u>ACTION REQUESTED</u> | Authorize the Sheriff's Office to Surplus outdated Equipment. | |

SUMMARY/BACKGROUND

The Sheriff's office has outdated and non-supported 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 be used for trade to replace old equipment for new updated equipment.

RECOMMENDATION

By motion action, surplus Radios, Batteries, Mics, Cell Phones, Lap Top Computers and charging stations for trade or account credit for the purchase of new equipment.

LIST ATTACHMENTS

See attached list of Radios, Batteries, Mic, Chargers, Power packs, Misc Equipment, Laptop Computers and Cell Phones.

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 _____

February 2023

Surplus Radios/Chargers/Mics/ Batteries/Laptop Computers

Radios

1. Motorola XTS 3000 Ser # 620CDN1959 and Battery
2. Motorola XTS 3000 Ser# 620CDN2071 and Battery
3. Motorola XTS 3000 Ser# 620CDN1958 and Battery
4. Motorola XTS 3000 Ser# 620CDN1960 and Battery
5. Motorola XTS 3000 Ser# 620CDN1961 and Battery
6. Motorola XTS 3000 Ser# 620CDN1576 and Battery
7. Motorola XTS 3000 Ser# 620CDN1577 and Battery
8. Motorola XTS 3000 Ser# 620CEA1258 and Battery
9. Motorola HT 1000 Ser# 402ATL0060
10. Motorola P1225 Ser# 475FYGE996 and Battery
11. Motorola Saber Ser# 426ANJ0023 and Battery
12. ICOM IC-A3 Ser# 000209 and Battery
13. King LPH5152 Ser# 612300 and Battery
14. King LPH5142 Ser# 607092 and Battery
15. King LPH5142 Ser# 610035 and Battery
16. King LPH5142 Ser# 608020 and Battery
17. King LPH5142 Ser# 846136 and Battery
18. Yaesu FTH-2070 Ser# 31230106 and Battery
19. ICOM IC-F4S-4 Ser# 52092
20. Motorola HT 1000 Ser# 402ASW0161

21. Motorola HT 1000 Ser# 402ATL0059
22. Motorola Radius P110 Ser# 188TTN3060
23. Motorola Saber W/Mic Ser# 426ANL1232

Batteries

24. (7) Batteries NTN8294B
25. (4) Batteries JB-5447
26. (2) Battery Centuron KRO105E
27. (1) Battery M352C1-A
28. (3) Battery NTN7143CR
29. (3) Battery NTN7143C
30. (1) Battery M352C1-A
31. (1) Battery NTN4595D
32. (1) Battery JBRO JB4013
33. (1) Battery NTN4593DR

Mic/Chargers/Power Packs/Misc Equipment

34. (1) Bendix King Mic
35. (1) Bendix king Charger Mod: LAA0325
36. (1) King Charger Mod: LAA300
37. (1) Motorola generic charging station 387. (3) Hipro power packs
38. (1) CUI INC power pack
39. (1) automotive adapter
40. (1) Gateway power pack

41. (1) Motorola Mic NMN6128C
42. (1) Motorola Mic NMN6193C
41. (1) Motorola NTN 5447B battery
42. (1) palm M500
43. (1) Uniden Bearcat Scanner BC140
44. (1) Olympus Infinity Mini DLX camera
45. (1) Pentax IQZoom EZY-R camera
46. (4) Qualcomm Globalstar satellite phones
47. (8) Magellan GPS 315 / county #, 04234, 04233, 04224, 04232, 04223, 04227, 04229, 04230.
48. (1) King MT1000 Ser# 547032
49. Motorola HT750 Ser# 672HFUX513 and Mic
50. Motorola HT750 Ser# 672HFUX497 and Mic
51. Motorola HT750 Ser# 672TJX544 and Mic
52. (6) Motorola charging stations

Laptop Computers

53. Gateway Mod: 450SX4 Ser: 0029383807
54. Gateway Mod: SOLO5350 Ser: BQB02120967
55. Gateway Mod: SOLO5350 Ser: BQB02120970
56. Motorola Mod: HK1322 Ser: 3433JL5099
57. Motorola Mod: HK1322 Ser: 3433JC5184
58. Motorola Mod: HK1322 Ser: 3433JL5055
59. Motorola Mod: HK1322 Ser: 3433JC5455
60. Motorola Mod: HK1322 Ser: 3433HU5156

Cell Phones

61. (2) Flip Phones

62. (19) I Phones

REQUEST FOR BID PROPOSAL
FOR OFFICIAL COUNTY NEWSPAPER

Pursuant to the provisions of RCW 36.72.075, Skamania County Commissioners request bid proposals from qualified legal newspapers (RCW 65.16.020) published within the county to serve as the official county newspaper from July 1st, 2023, through June 30th, 2024. Bid proposals must be submitted on the form provided by the county, must be sealed, and clearly marked on the outside of the envelope, "Sealed Bid for County Official Newspaper". Bids must be received in the office of the County Commissioners no later than Wednesday, May 17th, 2023, at 5:00 p.m. The bid proposals will be opened at noon on Tuesday, May 23rd, 2023, in the Commissioners' office and considered for award by the Board of County Commissioners in their regular meeting on Wednesday, May 31st, 2023, at 1:30 p.m. The successful bidder will be required to provide a one-thousand-dollar performance bond. Bid proposal forms and additional information may be obtained from Lisa Sackos, Clerk of the Board of Commissioners; Street Address: 240 NW Vancouver Ave. Stevenson Washington, Mailing Address: P.O. Box 790, Stevenson, WA 98648, Email Address: sackos@co.skamania.wa.us.

Dated this 4th day of April, 2023.

Lisa Sackos
Clerk of the Board
Skamania County Commissioners

| | |
|-----------------------|--|
| Publication Dates: | April 11 th and April 18 th , 2023 |
| Submit Bid Proposal: | 5:00 p.m., May 17 th , 2023 |
| Bid Proposal Opening: | Noon, May 23 rd , 2023 |

RESOLUTION 2023-16

(Call for Bid Proposal for Official County Newspaper)

WHEREAS, RCW 36.72.075 requires that a call for bid proposals for the official county newspaper be made annually and advertised in the legal newspaper of the county.

NOW THEREFORE, BE IT RESOLVED, that the Skamania County Board of Commissioners directs the Clerk of the Board to make a call for bid proposals for the official county newspaper for the term of one year from July 1st, 2023, to June 30th, 2024. Sealed bids will be accepted until 5:00 p.m. on May 17th, 2023, and opened at noon on May 23rd, 2023, in the Board of Commissioners office, 240 NW Vancouver Ave., Stevenson, WA. The Commissioners will consider award of the bid on May 31st, 2023.

Passed by the Board of Skamania County Commissioners meeting in regular session at Stevenson, Washington, by the following vote, then signed by its membership and attested to by its clerk in authorization of such passage the 4th day of April, 2023.

ATTEST:

**SKAMANIA COUNTY
BOARD OF COMMISSIONERS**

Clerk of the Board

Chairman

Commissioner

Approved as to form only:

Commissioner

Skamania County Prosecuting Attorney

Publish: April 11th and April 18th, 2023

Aye _____
Abstain _____
Nay _____
Absent _____

**BID PROPOSAL FORM
FOR OFFICIAL COUNTY NEWSPAPER**

Contract Term: July 1st, 2023, through June 30th, 2024

BIDDER INFORMATION

Name of legal newspaper: _____

Address of legal newspaper: _____

Newspaper Publisher: _____

Address of Publisher: _____

Contact Person: _____

Telephone: _____

Email address: _____

BID SPECIFICATIONS

Skamania County, Washington, Office of the Board of County Commissioners, is accepting bid proposals for the official paper of record for the County. County legal printing involves the advertisement of legal notices, i.e., calls for bid, public hearing notices, press releases, job announcements, request for letters of interest in a special section of the newspaper in a fixed, consistent manner, when requested by the County, for a specified period of time.

Bids will be opened on Tuesday, May 23rd, 2023, at noon, or as soon thereafter as possible. Bids must be received in the office of the County Commissioners by 5:00 p.m. on May 17th, 2023, and must be sealed and clearly marked on the outside "Sealed Bid for County Official Newspaper".

BID REQUIREMENTS:

Failure to provide any of the required information listed below can result in the disqualification of the bidder.

The successful bidder will be required to provide the following:

- **Three free copies of each issue of publication while contract is in force, furnished on each to the County Commissioners Office, Auditor's office, and Human Resources.**
- **Accept notices via email in Microsoft Word format.**

Continued next page

BID REQUIREMENTS:

- Number of subscribers: _____
- Circulation numbers by zip code (within County): _____
- Circulation number by zip code (outside of County): _____
- Publication of obituaries in newspaper of record (used by Auditor's office)

Rate for PRIVATE advertisers (PER COLUMN INCH): \$ _____

BID – Rate to SKAMANIA COUNTY (PER COLUMN INCH); \$ _____

I understand and will provide a bond in the amount of one thousand dollars (\$1,000.00) to insure correct and faithful performance of the contract if selected as the successful bidder. I further understand and will provide proof that the newspaper has been approved as a legal newspaper by order of the Superior Court of the county in which it is published.

Date: _____

By: _____

Title: _____

Accepted and awarded to the above successful bidder this _____ day of _____, 2023.

ATTEST:

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

T.W. Lannen, Chair

Richard Mahar, Commissioner

Lisa Sackos, Clerk of the Board

Asa Leckie, Commissioner

| | |
|-----------------------|--|
| Publication Dates | April 11 th and April 18 th , 2023 |
| Submit Bid Proposal | 5:00 p.m., May 17 th , 2023 |
| Bid Proposal Opening: | Noon, May 23 rd , 2023 |

Approved as to Form:

Adam Kick, Prosecuting Attorney

Date: April 4, 20223

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: Request for Proposal for Official County Newspaper, Skamania County
Publish as: Legal Notice
Publish on: April 11th and April 18th, 2023
Send Bill to: Skamania County Commissioners



**SKAMANIA COUNTY BOARD
OF COMMISSIONERS**

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

(509)427-3700
(509) 427-3708 Fax

Richard Mahar
District 1

Tom Lannen
District 2

Asa Leckie
District 3

April 4th, 2023

To: Skamania County Pioneer

From: Board of County Commissioners

Re: Request for Bid Proposals (2023-2024)

**REQUEST FOR BID PROPOSALS
FOR OFFICIAL COUNTY NEWSPAPER**

Pursuant to the provisions of RCW 36.72.075, Skamania County Commissioners request bid proposals from qualified legal newspapers (RCW 65.16.020) published within the county to serve as the official county newspaper from July 1st, 2023, through June 30th, 2024. Bid proposals must be submitted on the form provided by the county, must be sealed, and clearly marked on the outside of the envelope, "Sealed Bid for County Official Newspaper". Bids must be received in the office of the County Commissioners no later than Wednesday, May 17th, 2023, at 5:00 p.m. The bid proposals will be opened at noon on Tuesday, May 23rd, 2023, in the Commissioners' office and considered for award by the Board of County Commissioners in their regular meeting on Wednesday, May 31st, 2023, at 1:30 p.m. The successful bidder will be required to provide a one-thousand-dollar performance bond. Bid proposal forms and additional information may be obtained from Lisa Sackos, Clerk of the Board of Commissioners; Street Address: 240 NW Vancouver Ave. Stevenson Washington, Mailing Address: P.O. Box 790, Stevenson, WA 98648, Email Address: sackos@co.skamania.wa.us.

If you have any questions, please contact Lisa at sackos@co.skamania.wa.us or call (509) 427-3706.

Richard Mahar
Commissioner

T.W. Lannen
Commissioner

Asa Leckie
Commissioner





STATE OF WASHINGTON
DEPARTMENT OF COMMERCE

1011 Plum Street SE • PO Box 42525 • Olympia, Washington 98504-2525 • 360-725-4000
www.commerce.wa.gov

March 3, 2023

The Honorable Tom Lannen, Chair
Skamania County Board of Commissioners
240 NW Vancouver
Stevenson, WA 98648

Dear Commissioner Lannen:

Every two years, the Department of Commerce begins the process of contracting with Associate Development Organizations (ADOs) by sending a letter to the Board of County Commissioners or County Executive in each county requesting designation of an ADO.

Commerce is directed by RCW 43.330.080 to contract with county-designated ADOs to increase the support for and coordination of community and economic development services in communities or regional areas.

As part of the contracting process, please complete the enclosed ADO Certification/Designation Form for the 2023-2025 Biennium, returning to Commerce by April 15, 2023. Your county can choose to re-designate the current ADO or make a new designation. Please see the enclosed Eligibility and Designation Guidelines.

Thank you for your consideration in helping to move the contracting process forward in a quick manner. I look forward to working with our ADO partners during the next biennium.

Sincerely,

Chris Green
Assistant Director

Enclosures

cc w/enclosures: Skamania County Economic Development Council



Associate Development Organization Certification/Designation Form

(For use by County officials)

affirms/ designates the

(Name of County)

(Name of ADO)

as the Associate Development Organization to coordinate economic development services for the county under contract with the Washington State Department of Commerce. Consistent with statutory requirements:

1. The prospective ADO is a **non-profit** organization.

OR

- A **public entity** that has formed an authority or committee with full operating authority to carry out the duties of the ADO. It is important to recognize that this group would have its own authority and budget, not just the power to recommend actions/plans/expenses.

2. Economic development is the **primary mission** of the prospective ADO, and not just a secondary activity. This can be demonstrated with a written mission statement in a brochure, web-page, newsletter, etc. It may also be documented in the organization's by-laws.
3. For economic interests in the county, this organization serves as a networking tool and resource hub for business retention, expansion, and relocation in Washington.
4. This organization has/will have the capacity during the period under contract with Commerce to carryout work activities as detailed in RCW 43.330.080

This designation is effective on the date signed below, and shall remain in effect for the 2023-2025 biennium (07/01/2023-06/30/2025). **Please provide documentation of the County executive or governing body's action designating the above-identified organization as the ADO.**

Signature

Print Name

Title

Date

PLEASE SUBMIT THIS FORM AND DOCUMENTATION TO:

Diana Divens, ADO Program Manager at: ✉ diana.divens@commerce.wa.gov
Office of Economic Development and Competitiveness
Washington State Department of Commerce
Post Office Box 42525
Olympia, WA 98504-2525
Cell: (564) 999-3279



Washington State
Department of
Commerce

Associate Development Organizations

Eligibility & Designation Guidelines March 2023

2023-2025 biennium (07/01/2023-06/30/2025)

- 3) Best Practice Sharing: ADOs must meet and share best practices with other ADOs at least two times a year.
- 4) Resources and Services Provided to Local Businesses: ADOs shall provide direct assistance, including business planning, to companies throughout the county who need support to stay in business, expand, or relocate to Washington from out of state or other countries. Assistance must comply with business recruitment and retention protocols established in RCW 43.330.062.
- 5) Regional Planning: Support for regional economic research and regional planning efforts to implement target industry sector strategies and other economic development strategies including cluster-based strategies.
- 6) Reports to Commerce: ADOs report quarterly on activity outcomes; i.e., Business Retention and Expansion assistance; Business Recruitment, Entrepreneurial Business Start-ups, etc. They also provide information on how they coordinate and collaborate with other organizations and jurisdictions in their counties, as well as other significant accomplishments. Timelines for reporting are in each grant/contract.
- 7) Formal designation by County: The County's Board of Commissioners must formally designate an organization to serve as its ADO, providing Commerce with a signed statement of designation along with a certification of eligibility.

federal trade adjustment assistance for firms program, and the provision of information to businesses on:

- (I) Resources available for microenterprise development;
- (II) Resources available on the revitalization of commercial districts; and
- (III) The opportunity to maintain jobs through shared work programs authorized under chapter [50.60](#) RCW;
- (F) Participating in economic development system-wide discussions regarding gaps in business start-up assistance in Washington;
- (G) Providing or facilitating the provision of export assistance through workshops or one-on-one assistance; and
- (H) Using a web-based information system to track data on business recruitment, retention, expansion, and trade; and

(ii) Support for regional economic research and regional planning efforts to implement target industry sector strategies and other economic development strategies, including cluster-based strategies. Research and planning efforts should support increased living standards and increased foreign direct investment, and be aligned with the statewide economic development strategy. Regional associate development organizations retain their independence to address local concerns and goals. Activities include:

(A) Participating in regional planning efforts with workforce development councils involving coordinated strategies around workforce development and economic development policies and programs. Coordinated planning efforts must include, but not be limited to, assistance to industry clusters in the region;

(B) Participating with the state board for community and technical colleges as created in RCW [28B.50.050](#), and any community and technical colleges in the coordination of the job skills training program and the customized training program within its region;

(C) Collecting and reporting data as specified by the contract with the department for statewide systemic analysis. In cooperation with other local, regional, and state planning efforts, contracting organizations may provide insight into the needs of target industry clusters, business expansion plans, early detection of potential relocations or layoffs, training needs, and other appropriate economic information;

(D) In conjunction with other governmental jurisdictions and institutions, participating in the development of a countywide economic development plan.

(2) The department must provide business services training to the contracting organizations, including but not limited to:

(a) Training in the fundamentals of export assistance and the services available from private and public export assistance providers in the state; and

(b) Training in the provision of business retention and expansion services as required by subsection (1)(b)(i)(E) of this section.

[2014 c 112 § 111; 2012 c 195 § 1; 2011 c 286 § 2; 2009 c 151 § 10; 2007 c 249 § 2; 1997 c 60 § 1; 1993 c 280 § 11.]

must include revised performance thresholds specifically chosen to provide evidence of progress in making the identified service changes.

(c) Contracts and state funding must be terminated for one year for organizations that fail to achieve the agreed upon progress toward improved performance defined under (b) of this subsection. During the year in which termination for nonperformance is in effect, organizations must review alternative delivery strategies to include reorganization of the contracting organization, merging of previous efforts with existing regional partners, and other specific steps toward improved performance. At the end of the period of termination, the department may contract with the associate development organization or its successor as it deems appropriate.

(3) The department must submit a final report to the legislature by December 31st of each even-numbered year on the performance results of the contracts with associate development organizations.


[2014 c 112 § 112; 2012 c 195 § 2; 2011 c 286 § 3; 2009 c 518 § 15; 2007 c 249 § 3.]

Notes:

Findings -- Intent -- 2007 c 249: See note following RCW [43.330.080](#).

Revised (03/06/2023)

COMMISSIONER'S AGENDA ITEM COMMENTARY

| | | |
|--------------------------------|---|---|
| <u>SUBMITTED BY</u> | <u>Community Development</u> Department |  _____ Signature |
| <u>AGENDA DATE</u> | <u>April 4, 2023</u> _____ | |
| <u>SUBJECT</u> | <u>Interlocal Agreement Addendum with The City of Stevenson for permit tracking software subscription</u> | |
| <u>ACTION REQUESTED</u> | <u>Approve Interlocal Agreement Addendum #2 with The City of Stevenson</u> | |

SUMMARY/BACKGROUND

Skamania County entered into a contract with Cloud Permit on January 31, 2023 for the purchase and subscription of Cloud Permit software used by Building, Planning, and Environmental Health to track and manage permits.

Skamania County has a current interlocal agreement with the City of Stevenson for building permitting and inspection services. To streamline the permitting process between the County and the City, as well as provide the city with a permitting system for their permits, the attached addendum will provide the city access to Cloud Permit.

FISCAL IMPACT

The City of Stevenson is proposing to pay 15% of each permitting module and 15% of the one-time implementation fee:

- \$5,548.35 annually
- \$1,725.00 one-time implementation fee

RECOMMENDATION

It is recommended that the Board of Commissioners approve the Interlocal Agreement Addendum #2

LIST ATTACHMENTS

Contract Facesheet
Interlocal Agreement Addendum #2 (2 copies)
Cloud Permit Contract Subscription Fees

**ADDENDUM #2
INTERLOCAL AGREEMENT FOR BUILDING INSPECTION AND PLAN
REVIEW SERVICES BETWEEN THE CITY OF STEVENSON AND
SKAMANIA COUNTY**

WHEREAS, the City of Stevenson (“City”) has a need for permit software services, and

WHEREAS, Skamania County and the City have an existing interlocal agreement to provide the services of a building inspector and associated software program for building permits. The existing interlocal agreement remains in full force and effect, and

WHEREAS, the City has a need to add permit types to the existing platform to improve efficiencies and provide greater transparency around all permits within the City, and

WHEREAS, the County is willing to allow the City access to the County’s permitting software and add to the platform needs for the City under certain terms and conditions.

NOW, THEREFORE, in consideration of the terms and conditions set forth below it is agreed as follows:

- 1) The existing 2020 interlocal agreement shall be amended to include the following services:
 - a. Access for City staff to the following modules for permitting processes within the City.
 - i. Code Enforcement
 - ii. Planning
 - iii. Building
- 2) The City shall compensate the County for these additional services at the rate of 15% of the subscription charges from Cloudpermit® for:
 - a. Implementation fee
 - b. Code Enforcement Module
 - c. Planning Module
 - d. Building Module
- 3) The City will maintain necessary records and keep them according to the City’s retention policy.
- 4) This addendum shall take effect upon the signature of the last party signing the same and shall continue in full force and effect thereafter until December 31, 2024, or unless terminated by one of the parties as provided in the interlocal agreement.

[Signatures appear on next page]

IN WITNESS WHEREOF, the parties hereto have executed this addendum as of _____, 2023.

CITY OF STEVENSON, a Washington
Municipal Corporation

By: 

Scott Anderson, Mayor

SKAMANIA COUNTY, a Legal Subdivision of
the State of Washington

Board of Commissioners

By: _____
Chairman

By: _____
Commissioner

By: _____
Commissioner


ATTEST:

By: 

Leana Kinley, City Clerk

By: _____
Lisa Sackos,
Clerk of the Board

APPROVED AS TO FORM:



Robert C. Muth
City Attorney

Adam Kick, Prosecuting Attorney



Order Form

Cloudpermit

11911 Freedom Drive, Ste. 720
Reston, Virginia 20190
United States

Order #: Q-00775-5
Customer #: CUST-0032285
Date: 2023-01-13
Sales Person: Jake Wolff
Sales Person Email: jake.wolff@cloudpermit.com
Delivery Method: E-Mail

Ship To

Sarah Kellie
Skamania
240 Northwest Vancouver Avenue
Stevenson, Washington 98648
United States
509-427-3925
kellie@co.skamania.wa.us

Bill To

Skamania
240 Northwest Vancouver Avenue
Stevenson, Washington 98648
United States

Subscription

| Product | | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|----------------------------|--------------|------------|------------|------------|------------|------------|
| Building | Start Date | 2023-02-14 | 2024-02-14 | 2025-02-14 | 2026-02-14 | 2027-02-14 |
| | Annual Total | USD 18,272 | USD 18,272 | USD 18,272 | USD 18,272 | USD 18,272 |
| Code Enforcement | Start Date | 2023-02-14 | 2024-02-14 | 2025-02-14 | 2026-02-14 | 2027-02-14 |
| | Annual Total | USD 5,926 | USD 5,926 | USD 5,926 | USD 5,926 | USD 5,926 |
| Planning | Start Date | 2023-02-14 | 2024-02-14 | 2025-02-14 | 2026-02-14 | 2027-02-14 |
| | Annual Total | USD 12,791 | USD 12,791 | USD 12,791 | USD 12,791 | USD 12,791 |
| Subscription Total: | | USD 36,989 | USD 36,989 | USD 36,989 | USD 36,989 | USD 36,989 |

Service

| Description | Fee |
|-----------------------------|------------|
| Implementation Fee | USD 5,000 |
| Upload Fee for Open Permits | USD 6,500 |
| Service Total: | USD 11,500 |

Customer Total First Year: USD 48,489

COMMISSIONER'S AGENDA ITEM COMMENTARY

| | | |
|--------------------------------|---------------------------------------|---------------------------------------|
| <u>SUBMITTED BY</u> | Skamania County Sheriff Department | <i>Samuel N. Scheyer</i> Signature |
| <u>AGENDA DATE</u> | <u>April 4th, 2023</u> | |
| <u>SUBJECT</u> | <u>FFY23 SHSP Grant # E21-092</u> | |
| <u>ACTION REQUESTED</u> | <u>Authorize contract</u> | |

SUMMARY/BACKGROUND

Enhancing Region IV's preparedness against threats of domestic & foreign terrorist activities which includes the acquisition of equipment & coordination of exercise, training, and planning needs of local govt. and emergency responders

FISCAL IMPACT

\$35,000.00 revenue from CRESA

RECOMMENDATION

Sign contract x 2

LIST ATTACHMENTS

Face sheet
Contract x 2

COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS

1. Contract Number: E21-092

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

3. Contractor Information: Contractor: CRESA.(Clark Reg. Emerg. Svc. Agency)
Contact Fuller, David
Title: Director
Address: 710 West 13th St/ PO Box 5000
Address: Vancouver, WA 98666-5000
Phone: 360-727-1911

4. Brief description of purpose of the contract and County's contracted duties: Enhancing Region IV's preparedness against threats of domestic & foreign terrorist agents that include the acquisition of equip & coordination of exercise, training needs of local govt. & emerg. Responders.

5. Term of Contract: From: 9/1/20 to 7/31/23

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 _____ 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.

EXEMPT – The Sheriff's Office is providing the service. _____

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

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

7. Budget Committed in Current Year: \$ 35,000.00
Amount Not Budgeted in Current Year \$ Source:
Total Non-County Funds Committed: \$ 35,000.00 Source: CRESA/St. Military Dept
Total County Funds Committed: \$
TOTAL FUNDS COMMITTED: \$ 35,000.00

8. County Contact Person: Name: Summer N. Scheyer
Title: Sheriff

Summer N. Scheyer

Department Head or Elected Official Signature

9. Department Approval:

10. Special Comments: _____

**CLARK REGIONAL EMERGENCY SERVICES AGENCY (CRESA)
SUBRECIPIENT AGREEMENT – 2020 SHSP**

| | | | |
|---|--|--|--|
| 1. Subrecipient Name and Address: Skamania County DEM 200 Vancouver Avenue Stevenson, WA. 98648 | | 2. Agreement Amount not to exceed: \$35,000 | 3. WA State Contract Number: E21-092 |
| 4. Subrecipient Primary Contact Person, Phone: John Carlson 509-427-9490 | | 5. Agreement Start Date: September 1, 2020 | 6. Agreement End Date: July 31, 2023 |
| 7. CRESA Contact Person(s), Phone: Tamie Cody, Emergency Management Coordinator, (360) 992-9287 Scott Johnson, Emergency Management Division Manager, (360) 992-9217 Megan Whitman, Financial Analyst, (360) 737-1911 x3945 | | | |
| 8. Funding Authority: Washington Military Department and the U.S. Department of Homeland Security | | | |
| 9. Federal Funding Identification #: EMW-2020-SS-00080 | 10. Federal Award Date: August 25, 2020 | 11. Assistance Listing # and Title: 97.067 – 20 474,853HSGP (SHSP) | |
| 12. Total Amount of Federal Award: \$474,853 | 13. Amount of Federal funds obligated to this subrecipient not to exceed: \$35,000 | 14. Is award for Research and Development? NO | |
| 15. Indirect Cost Rate: N/A | 16. Match Required? NO | 17. Program Index Number(s): 723SZ, 723SH, 723SB, 723SL, 723SC, 723SQ/NZ | |
| 16. DESCRIPTION: The objective of the Federal Fiscal Year (FFY) 2020 Homeland Security Grant Program (20HSGP) is to fund state, local, tribal, and territorial efforts to prevent terrorism and prepare the nation for threats and hazards that pose the greatest risk to the security of the United States. 20 HSGP provides funding to implement investments that build, sustain, and deliver the core capabilities essential to achieving the National Preparedness Goal of a secure and resilient nation. 20HSGP supports core capabilities across the five mission areas of prevention, protection, mitigation, response, and recovery based on allowable costs. HSGP is comprised of three interconnected grant programs: State Homeland Security Program (SHSP), Urban Areas Security Initiative (UASI), and Operation Stonegarden (OPSG). Together, these grant programs fund a range of preparedness activities, including planning, organization, equipment purchase, training, exercises, and management and administration. | | | |
| IN WITNESS WHEREOF, CRESA and (Skamania County Department of Emergency Management), as subrecipient of funding under the terms of this agreement, acknowledge and accept the terms of this agreement and attachments hereto and have executed this agreement as of the date and year written herein. This agreement and attachments hereto govern the rights and obligations of both parties to this agreement. | | | |
| In the event of an inconsistency in this agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: <ul style="list-style-type: none"> (1) Applicable Federal and State Statutes and Regulations (2) DHS/FEMA Award and Program Documents (3) WA Military Department Homeland Security Grant Program Contract (6) Other provisions of the Agreement incorporated by reference | | | |
| WHEREAS, the parties have executed this agreement on the day and year last specified below. | | | |
| FOR CRESA UEI: WN7RNJCGFU67 _____ Signature Dave Fuller, CRESA Director Date: _____ | | FOR SUBRECIPIENT UEI: QGNENMA6FU7 <i>Summer N. Scheyer</i> _____ Signature Printed Name: <u>Summer N. Scheyer</u> Title: <u>Sheriff</u> Date: <u>3/20/2023</u> | |

| | |
|--|--|
| | |
|--|--|

**STATE HOMELAND SECURITY PROGRAM (SHSP)
CLARK REGIONAL EMERGENCY SERVICES AGENCY / SKAMANIA COUNTY SHERIFF'S OFFICE
SUBRECIPIENT FUNDING AGREEMENT**

THIS SUBRECIPIENT FUNDING AGREEMENT ("Agreement") is made and entered into by and between **CLARK REGIONAL EMERGENCY SERVICES AGENCY**, hereinafter "**CRESA**," and (**Skamania County DEM**) hereinafter "**SUBRECIPIENT**."

WHEREAS, CRESA has entered into a contract with the Washington State Military Department (the "Department"), to become a sub-recipient of the 2020SHSP Grant and all funds allocated to CRESA under Grant No. E21-092; and

WHEREAS, Article II of Grant No. E21-092 permits CRESA to further suballocate grant funds pursuant to the terms of such contract; and

WHEREAS, the SUBRECIPIENT participates in the grant program work plan and is therefore eligible for reimbursement of eligible expenditure through Grant No. E21-092 funds;

NOW, THEREFORE, in consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. Defined Terms; DURATION OF AGREEMENT

The period of performance for this Agreement shall commence and terminate as set forth in Exhibit "A," Timeline, and Exhibit "B", Budget, or until terminated by either party in writing.

2. SCOPE OF WORK - SUBRECIPIENT

The SUBRECIPIENT shall perform the following:

- a. Perform project related work in accordance with the 2020 SHSP grant contract E21-092, timeline (Exhibit A) and budget (Exhibit B) as funded by grant agreement between the WA State Military Department and CRESA.
- b. Submit invoice(s) to CRESA detailing the expenditures for which reimbursement is sought. Reimbursement requests must be sufficiently detailed, include proof of expense payments and must be submitted to CRESA no later than the due date listed in the timeline (Exhibit A).
- c. The SUBRECIPIENT agrees to provide its own labor and materials. Unless otherwise provided for in the Agreement, no material, equipment, or facilities will be furnished by CRESA.

3. SERVICES PROVIDED BY CRESA

In order to assist the SUBRECIPIENT in fulfilling its duties under this Agreement, CRESA shall provide the following:

- a. Relevant information as exists to assist the SUBRECIPIENT with the performance of the SUBRECIPIENT'S scope of work.
- b. Coordination and submission to the State of Washington Military Department of quarterly requests for reimbursement on behalf of SUBRECIPIENT for grant program eligible expenses.
- c. Administration of Grant No. E21-092 and processing of federal reimbursements to SUBRECIPIENT
- d. Timely communication of any changes to agreement timeline, budget or other amendment to grant contract E21-092.

4. AGREEMENT REPRESENTATIVES

Each party to this Agreement shall have an assigned representative for purposes of this Agreement. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

a. For SUBRECIPIENT:

Name of Representative John Carlson

Title: Dem Coordinator

Mailing Address: PO Box 790

City, State and Zip Code: Stevenson, WA. 98648

Telephone Number: 509-427-9490

E-mail Address: johnc@co.skamania.wa.us

b. For CRESA:

Name of Representative: Scott Johnson

Title: Emergency Management Division Manager

Mailing Address: 710 W 13th Street

City, State and Zip Code: Vancouver, WA 98660

Telephone Number: (360) 992-6286

E-mail Address: scott.johnson@clark.wa.gov

5. COMPENSATION

- a. The amount allocated to SUBRECIPIENT shall not exceed the amount set forth in Exhibit "B", Budget, which is attached hereto and incorporated by reference.
- b. No payment shall be made for any work performed or goods or equipment received by the SUBRECIPIENT, except for what is identified and set forth in this Agreement.
- c. CRESA may withhold payment of subrecipient invoices until CRESA receives these funds from Washington State.

6. AMENDMENTS AND CHANGES IN WORK

- a. In the event of any errors or omissions by the SUBRECIPIENT in the performance of any work under this Agreement, the SUBRECIPIENT shall make any and all necessary corrections without additional compensation. All requests for reimbursement submitted by the SUBRECIPIENT shall be certified by the SUBRECIPIENT and checked for errors and omissions.
- b. No amendment, modification or renewal shall be made to this Agreement unless set forth in a written amendment, signed by both parties and attached to this Agreement. Work under an amendment shall not proceed until the Amendment is duly executed by CRESA.

7. HOLD HARMLESS AND INDEMNIFICATION

Each party to the Agreement shall be responsible for its own wrongful and negligent acts or omissions taken under or pursuant to this Agreement, or those of its officers, agents, or employees acting under this Agreement to the fullest extent required by law, and shall indemnify, defend, and hold the other parties to the Agreement harmless from any such liability. In the case of negligence of more than one party, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party and each party shall have the right to seek contribution from each of the other parties in proportion to the percentage of negligence attributable to each of the other parties.

8. TERMINATION

Each party to the Agreement may terminate this Agreement in whole or in part whenever the party determines that such termination is in the best interests of the party. The party may terminate this Agreement upon giving ten (10) days written notice by Certified Mail to the other party. In that event, CRESA shall pay the SUBRECIPIENT for all cost incurred by the SUBRECIPIENT in performing the Agreement up to the date of such notice. Payment shall be made in accordance with Section 5 of this Agreement.

9. DEFAULT

If the SUBRECIPIENT breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by CRESA, CRESA may terminate this Agreement, in which case CRESA shall pay the SUBRECIPIENT only for the costs of services accepted by CRESA, in accordance with Section 5 of this Agreement. Upon such termination, CRESA, at its discretion, may obtain performance of the work

elsewhere, and the SUBRECIPIENT shall bear all costs and expenses incurred by CRESA in completing the work and all damage sustained by CRESA by reason of the SUBRECIPIENT'S breach.

10. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Agreement does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Agreement at a later time.

11. INDEPENDENT AGENCY

- a. The SUBRECIPIENT'S services shall be furnished by the SUBRECIPIENT as an independent agency and not as an agent, employee or servant of CRESA. The SUBRECIPIENT specifically has the right to direct and control SUBRECIPIENT'S own activities in accordance with the specifications set out in this Agreement.
- b. The SUBRECIPIENT acknowledges that the entire compensation for this Agreement is set forth in Section 5 of this Agreement, and the SUBRECIPIENT is not entitled to any CRESA benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to CRESA employees.
- c. The SUBRECIPIENT shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the SUBRECIPIENT shall be or deem to be or act or purport to act as an employee, agent, or representative of CRESA.
- d. The SUBRECIPIENT shall assume full responsibility for the payment of all payroll taxes, use, sales, income or other form of taxes, fees, licenses, excises, or payments required by any city, county, federal or state legislation which is now or may during the term of this Agreement be enacted as to all persons employed by the SUBRECIPIENT and as to all duties, activities and requirements by the SUBRECIPIENT in performance of the work on this project and under this Agreement and shall assume exclusive liability therefore, and meet all requirements thereunder pursuant to any rules or regulations.

12. COMPLIANCE WITH LAWS AND FUNDING REQUIREMENTS

The SUBRECIPIENT shall comply with all applicable federal, state and local laws, rules and regulations in performing this Agreement, including equipment and real property requirements. The SUBRECIPIENT hereby acknowledges and agrees to be subject to and bound by all terms and conditions of the original funding agreement between Washington State and CRESA, as set forth in Exhibit "C," as if SUBRECIPIENT was the direct "SUBRECIPIENT" thereunder.

SUBRECIPIENT hereby agrees to comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in the State Funding Agreement (Exhibit "C") and the informational documents applicable to the SHSP Program, including but not limited to all requirements of Uniform Guidance, CFR 200 and all criteria, restrictions and requirements of the applicable HSGP NOFO and any revisions to the NOFO, all of which are incorporated herein by this reference.

SUBRECIPIENT agrees to indemnify and hold CRESA harmless if it is determined that the SUBRECIPIENT failed to properly use any funds allocated under this Agreement in accordance with all applicable federal and state statutes and regulations, and the terms and conditions for such federal award. If a provision of this Agreement is in conflict with requirements set forth in Exhibit "C," Exhibit "C" shall prevail.

13. SINGLE AUDIT ACT REQUIREMENTS AND INSPECTION OF RECORDS

- a. The SUBRECIPIENT must comply with the Single Audit Act of 1984 as modified in 1996. The SUBRECIPIENT must maintain accounting records that will enable identification of all federal funds received and expended by federal assistance number. If a Single Audit is required, a copy of the audit report must be submitted to CRESA, within the time limit set forth in the Single Audit Act. If a Single Audit is not required, CRESA is allowed to perform a fiscal review of the SUBRECIPIENT'S financial records.
- b. CRESA may inspect the books and records of the SUBRECIPIENT relating to the performance of this Agreement. The SUBRECIPIENT will permit independent auditors access to its financial records for this

purpose. The SUBRECIPIENT shall keep all records required by this Agreement for six (6) years after termination of this Agreement for audit purposes.

14. CERTIFICATION REGARDING DEBARMENT SUSPENSION OR INELIGIBILITY

- a. The SUBRECIPIENT certifies that neither it or its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any federal department or agency. If the SUBRECIPIENT is debarred or suspended from participation in federal programs during the Agreement period, the Agreement is voided.
- b. The SUBRECIPIENT must check the "List of Parties Excluded from Federal Procurement and Non-Procurement Programs" (<https://www.sam.gov/SAM/>) prior to awarding subgrants or contracts or making payments to vendors, and agrees not to enter into any arrangements or contracts related to this grant with any party on this list.

15. NONDISCRIMINATION

CRESA provides equal opportunity to all persons seeking or having access to its employment, services and activities. The SUBRECIPIENT, its assignees, delegates or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of race, color, creed, religion, national origin, age, sex, marital status, veteran status, sexual orientation or the presence of any disability unless such disability effectively prevents the performance of the essential functions required of the position.

16. DISPUTES

Differences between the SUBRECIPIENT and CRESA, arising under and by virtue of this Agreement, shall be brought to the attention of CRESA at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the SUBRECIPIENT shall be decided by CRESA'S representative or designee. All rulings, orders, instructions and decisions of CRESA'S representative shall be final and conclusive.

17. CHOICE OF LAW, JURISDICTION AND VENUE, AND ATTORNEY'S FEES

- a. This Agreement has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Washington, both as to its interpretation and performance.
- b. Any action at law, suit in equity, or judicial proceeding arising out of this Agreement shall be instituted and maintained only in any of the courts of competent jurisdiction in Clark County, Washington.
- c. If CRESA brings any action or suit relating to the enforcement of this Agreement or asking for any relief against SUBRECIPIENT, declaratory or otherwise, arising out of this Agreement, or if SUBRECIPIENT brings any action or suit relating to the enforcement of this Agreement or asking for any relief against CRESA, declaratory or otherwise, arising out of this Agreement, then the prevailing party in any of these events shall be paid reasonable attorney's fees and costs and expenses expended or incurred in connection with any such suit or action.

18. SEVERABILITY

If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

19. ENTIRE AGREEMENT

The parties agree that this Agreement is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Agreement are specifically excluded.

EXHIBIT A

Timeline

The time period for this Agreement is **September 1, 2020 to July 1, 2023**, unless amended by the State of Washington related to grant contract E21-092. Any extension or amendment to the grant time period executed between CRESA and the WA State Military Department shall apply to this Agreement.

All contract work must be completed by July 1, 2023, however the SUBRECIPIENT has up to 15 days after the completion date to submit all final requests for reimbursement. Invoices shall be submitted to Clark Regional Emergency Services Agency by **July 1, 2023**.

| Date | Activity |
|-------------|---|
| 9/1/2020 | Start of grant agreement |
| 7/31/2023 | Final invoice due to Clark Regional Emergency Services Agency |

Any changes to this timeline shall be promptly communicated in writing to the SUBRECIPIENT primary contact listed on page 1, section 4 of this agreement.

Reporting

No regular reporting is required in addition to the invoice information required above. However SUBRECIPIENT must provide additional information if requested by CRESA as needed to complete CRESA's reporting requirements and/or subrecipient monitoring activities.

EXHIBIT B

Budget

The SUBRECIPIENT'S compensation under this Agreement, which is described in Section 5 of the Agreement (Compensation), is set forth as follows:

| Agency | Planning | Organization | Equipment | Training | Exercise |
|------------------------|-------------|--------------|-----------|----------|----------|
| Skamania County DEM | \$35,000.00 | \$0 | \$0 | \$0 | \$0 |

TOTAL: \$35,000.00

EXHIBIT C

Contract between CLARK REGIONAL EMERGENCY SERVICES AGENCY AND WA STATE MILITARY DEPARTMENT

The contract attached immediately hereafter is the original Agreement entered into by the Washington State Military Department and Clark Regional Emergency Services Agency, contract E21-092.

SUBRECIPIENT is bound to all terms and conditions of the federal grant guidance of the funding program referenced in Exhibit C.

Inclusions/Notations:

1. Clark Regional Emergency Services Agency (CRESA) is the subrecipient referred to in the agreement with the WA St Military Department.
2. Original receipts and invoices for eligible grant program expenses must be sent with reimbursement requests by dates specified in the timeline to:

Tamie Cody, Emergency Management Coordinator
tamie.cody@clark.wa.gov
Clark Regional Emergency Services Agency
710 W. 13th Street
Vancouver, WA 98660

3. Subrecipient shall obtain proper authorization from CRESA before transfer or disposal of any equipment purchased with SHSP funding.

Exclusions:

None

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 _____