

SKAMANIA COUNTY BOARD OF COMMISSIONERS
240 NW Vancouver Ave.
Stevenson, WA 98648
Agenda for May 31st, 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.

Wednesday, May 31st, 2023

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

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 May 23rd, 2023.
2. Letter of Engagement with Kofile for historical document preservation.
3. Contract amendment with WSPA USA Inc to cover the Environmental Impact Study review for the Strordahl quarry project.
4. Contract amendment #1 with Clark County Public Health for Communicable Disease Prevention & Control and Healthy Communities/Chronic Disease Prevention services.
5. Contract renewal with Washington Action Program for Permanent Supportive/Transitional Housing Program and Emergency Shelter Program.
6. Contract amendment with WSDOT to increase revenue for the Dial-A-Ride grant.
7. Contract amendment with WSDOT to transfer \$14,000 from Route Deviated (PTD0369) to Dial-A-Ride grant (PTD0370).
8. Resolution 2023-24, Award contract for the Official County Newspaper.
9. Contract with Skamania County Pioneer for the official County Newspaper.
10. Public Notice announcing Skamania County Pioneer as the official County Newspaper.

Voucher Approval
 Approve purchase of computer tower for Human Resources training.
 Notification to Washington State Department of Commerce to administer general fund - state for fiscal year 2024 and 2025.

Meeting Updates

10:00 AM Department Head Reports

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

12:15 PM Presentation of 25-year plaque to Angie Hollis, Juvenile Administrator

Lunch

1:30 PM Updates with Marla Koberstein, Water Quality Standards Project Manager, on ecology rule making regarding the Green River

Adjourn

Lisa Sackos

From: Mitch Patton [REDACTED] >
Sent: Sunday, May 21, 2023 7:38 PM
To: Tracy Wyckoff; Summer Scheyer; Ryan Taylor
Cc: Adam Kick; Yarden Weidenfeld; Donald Collins; Joseph Anderson; Commissioners
Subject: more lies and cover ups and a few PRRs
Attachments: Internal Affairs Report on Deputy Taylor (1).pdf

So Tracy, I have asked so many times for the date time and number ryan taylor called you from the day of the NB harassment with an unmarked patrol vehicle with our one and only brady cop . I am not saying this in anger because he is a Brady cop and known to be dishonest. It's even in the report from Clark county from when he was fired . So anyhow back to my PRR for the date time and number taylor called from that day along with his time card for that day you had first told me he was off duty but now your saying he was on duty so lets clear that up . it seems to me you're withholding public records. so when in fact tracy you filed a false report to adam kick you said i told you i never followed taylor out of the parking lot this is not true. you told me taylor said i followed him to his house that is also a false statement once again from taylor . when in fact, what i said was we never followed him to his house he turned off of the main road and we continued onto hwy 14 to our dinner that night in Stevenson at the church. this is a great example as to why we have training and certification that need to met to conduct investigations and from what i have seen you don't have any of theses things in place right now So your statement that said I lied and did follow taylor out of the parking lot is inaccurate and your statement is in fact a lie.and here is a FYI it is clear to everyone now taylor is our new undersheriff and your position is just for looks . We knew this from the start but no one would believe us. I am also having a hard time understanding how you're doing any investigation not certified in law enforcement. So this leads me to this new PRR. Can I get a copy of all your certifications as of 5-21-2023? This also includes a first aid card as well so any and all certifications that are up to date just to be clear. I also want to see all of Taylors over time for each year he has been employed with skamania county. and all over time for 2023 up to today's date 5-21-2023 please send all records as a PDF . This is not even close to open government and has to stop . And please add this to public comment in the next BOCC meeting. It seems like Crosscut needs to do a follow up on Brady cops. Their last story was great information. see below.

--

Mitch Patton 3 [REDACTED]

"Never give up, for that is just the place and time that the tide will
turn."

-Harriet Beecher Stowe, from "Oldtown Folks"

[Washington State Legislature](#)

[Getting the story: How we investigated cops' credibility problems | Crosscut](#)

[Despite credibility issues, WA cops find police jobs elsewhere | Crosscut](#)

BOARD OF SKAMANIA COUNTY COMMISSIONERS
Skamania County Courthouse
240 NW Vancouver Ave. Lower Level, Room 18
Stevenson, WA 98648
Minutes for Meeting of May 23rd, 2023

The Board met for a staff meeting at 9:00 a.m. in the Commissioners' Meeting Room on Tuesday, May 23rd, 2023. Commissioners Asa Leckie, Richard Mahar, and T.W. Lannen, Chair, were present. Reports were presented by Human Resource Specialist Sara Slack; Senior Services Program Manager Sophie Miller; Financial Management Administrator Heidi Penner; Community Events and Recreation Manager Alex Hays; the Clerk of the Board Lisa Sackos; and Probation Officer Chris Wood.

The meeting recessed at 9:19 a.m.

The Commissioners' business meeting was called to order at 9:30 a.m. on Tuesday, May 23rd, 2023, at the Commissioners' Meeting Room, 240 NW Vancouver Avenue in Stevenson, with Commissioners Richard Mahar, Asa Leckie, and T.W. Lannen, Chair, present.

The Pledge of the Allegiance was led by Donna Mickley, Forest Supervisor.

During the public comment portion of the meeting, Staci Patton, west-end resident, submitted documents through the Clerk of the Board for Commissioner T.W. Lannen and Commissioner Mahar on behalf of Arthur West.

During the public comment portion of the meeting, Mary Repar, Stevenson resident, asked for clarification of the Official County Newspaper bid process.

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

1. Minutes for meeting May 16th – May 18th, 2023.
2. Liquor license application for Ruhland Wines WA, LLC.
3. Interagency reimbursement agreement amendment with Washington State Administrative Office of the Courts (AOC) – Blake decision.

Commissioner Leckie moved, seconded by Commissioner Mahar and the motion passed unanimously to approve vouchers for the period dated May 23rd, 2023, in the total amount of \$154,821.90 with \$6,8396.07 being Current Expense, covering warrant numbers 192605 through 192667.

Commissioner Mahar moved, seconded by Commissioner Leckie, and the motion carried unanimously to approve payroll for the period of May 1st, 2023, through May 15th, 2023, in the total amount of \$668,543.10 with \$403,534.14 being Current Expense, covering warrant numbers 44134 through 44152 and direct deposit numbers 77862 through 78044.

Commissioner Mahar moved, seconded by Commissioner Leckie, and the motion carried unanimously to re-appoint Brenda Bush to Position #1 on the Board of Equalization.

Commissioner Leckie moved, seconded by Commissioner Mahar, and the motion carried unanimously to approve job description revisions and new ranges for the following:

- Community Health Behavioral Health Manager Range 29 to 31

- Behavioral Health Therapist III Range 27 to 29
- Behavioral Health Therapist II Range 25 to 27
- Behavioral Health Therapist I Range 23 to 25
- Mental Health Therapist III Range 28
- Mental Health Therapist II Range 26
- Mental Health Therapist I Range 23 to Range 24
- Public Health Nurse Manager Range 29 to Range 31

Commissioner Mahar moved, seconded by Commissioner Leckie, and the motion carried unanimously to approve Resolution 2023-23, declaring a local emergency due to washed out bridge on SR 54 near Coldwater.

The Board met with Hannah Brause, WSU Extension Director, for updates.

The Board met for Department Head reports.

- Tamara Cissell, Community Health Director reported on Behavioral Health, Public Health, Developmental Disabilities, and Housing.
- David Waymire, Public Works Director reported on Engineering, County Road, Building Division, Community Development, Public Works Office Staff, ER&R, Solid Waste, Information Technology, Building and Grounds, and the Wind River Business Park.

The Board reported on various meetings they attended.

The meeting recessed at 10:48 a.m. and reconvened the same day at 11:00 a.m. with Commissioners Asa Leckie, Richard Mahar, T.W. Lannen, Chair present.

The Board met in a workshop with the Financial Management Office, Elected Officials, Department Heads and Managers to discuss County finances.

Commissioner Leckie moved, seconded by Commissioner Mahar, and the motion carried unanimously to approve the corrections to the Seasonal Temporary Events Staff position.

The meeting recessed at 11:49 a.m. and reconvened the same day at 3:02 p.m. with Commissioners Asa Leckie, Richard Mahar, and T.W. Lannen, Chair, present.

The Board met to discuss and consider bid award for the Official County Newspaper contract for one year. One bid was received from the Skamania County Pioneer. The Pioneer was the only and, therefore, lowest bidder at \$7.40 per column inch. Ad prices, circulation, bid requirements, and subscription numbers were discussed. After discussion, the Board considered the motion. Commissioner Mahar moved, seconded by Commissioner Leckie and motion carried unanimously to accept the Skamania County Pioneer's bid to be the Skamania County's paper of record. (Per RCW bids are called for Official County Newspaper once a year.)

The meeting recessed at 3:06 p.m. and reconvened the same day at 3:19 p.m. with Commissioners Asa Leckie, Richard Mahar, and T.W. Lannen, Chair, present.

The Board met in an Executive Session pursuant to RCW 42.30.110(1)(i), discussion with legal counsel about current or potential litigation, with Prosecutor Adam Kick in attendance for 40 minutes. The session ended at 4:00 p.m.

The meeting adjourned at 4:01 p.m.

ATTEST:

**BOARD OF COMMISSIONERS
SKAMANIA COUNTY, WASHINGTON**

T.W. Lannen, Chair

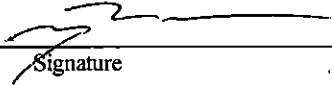
Richard Mahar, Commissioner

Lisa Sackos, Clerk of the Board

Asa Leckie, Commissioner

Aye _____
Nay _____
Abstain _____
Absent _____

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	Robert Waymire, Auditor 
	Department _____ Signature _____
<u>AGENDA DATE</u>	<u>05/31/2023</u>
<u>SUBJECT</u>	<u>Kofile historical document preservation – Letter of Engagement</u>
<u>ACTION REQUESTED</u>	<u>Approval of Letter of Engagement</u>

SUMMARY/BACKGROUND

Service to preserve and rebind historical books including Plat books, Indirect and Direct books, and BOCC meeting books

FISCAL IMPACT

The Auditors O&M fund will be utilized for this project, no current expense funds will be requested.

RECOMMENDATION

I recommend that the BOCC approve the attached agreement.

LIST ATTACHMENTS

Contract Facesheet
Letter of Engagement

May 23, 2023

Honorable Robert Waymire
Skamania County Auditor

Preservation of Historical Records Phase 1

SUBMITTED BY:

Gail Lawson
Account Executive
gail.lawson@kofile.com
(503) 679-9372

Kofile 

6300 Cedar Springs Road, Dallas, TX 75235
p: 214.442.6668 | f: 214.442.6669
info@kofile.com | www.Kofile.com

Dear Honorable Robert Waymire,

This proposal addresses Skamania County's historical records and is presented by Kofile Technologies, Inc. (Kofile). Quoted services include conservation treatments and rehousing. Archival rehousing includes encapsulation and loose-leaf binding into Archival Recorder Binders. Note that prices for the inventory herein are good for 90 days from the date of this assessment.

Kofile Technologies, Inc. (Kofile) is uniquely qualified to complete Skamania County's modernization goals by taking an innovative approach to this project to ensure a successful outcome. Kofile's basis for success is decades of experience, realistic solutions, and professional analysis and each project is unique and deserves special attention. Our team provides realistic solutions, professional analysis, and innovative archival products to equip records stewards with the information and resources needed to preserve collections.

Kofile performs all services in accordance with the Code of Ethics & Guidelines for Practice of the American Institute for Conservation (AIC).

Preservation minimizes the chemical and physical deterioration of the page which prolongs the existence and useful life of the original format. Preservation can include removal of the original from public access, creating a security copy, treatment, stabilization, preventative care, or digitization - or any maintenance or repair of the existing resource.

AREAS OF CONCERN

Sound preservation ensures accessibility to these irreplaceable and permanent documents forever.

Acidic Paper

Past papermaking utilized bleach to obtain white sheets. As a result, this paper becomes increasingly acidic as evidenced by embrittlement and yellowish-brown discoloring. Paper also embrittles when relative humidity drops or fluctuates.

Acidic Ink

Acidic inks can "eat" or "burn" through a sheet. Unmonitored temperature and relative humidity (RH) accelerate this process. Inks can also fade with exposure to UV light. Historically, iron gall inks were the standard. These inks contain sulfuric acid - which fades with time. With proper treatments, chemical breakdowns (such as acid hydrolysis) are remedied.

Mechanical Damage (Use & Abuse)

Everyday use greatly affects collections. Sheets bear signs of grime and the natural oils of hands. Exposed sheets are susceptible to damage and loss. Dirt and other pollutants can serve as ignition sources and weaken exposed paper. Exposed fragments become abused even with careful use.

Binding Margin

The binding margins of many volumes are compromised due to guillotining. In order to rebind and protect these sheets, encapsulation is the only solution. If a volume were rebound as is, without encapsulation, vital information would be lost in the binding margin.

Always question vendors if they recommend power cutters (guillotining) to dismantle sewn books. Kofile never attempts any procedure that could result in a loss of text or weaken the integrity of the paper. A sheet's binding margin should never be compromised.

Broken Book Block

Once a binding fails, damage escalates. Sheets are free to drift from the protection of the book block. With exposure, fragments become abused and susceptible to loss.

Failing Index Stacks

Index Books sustain the most use. Thus, they suffer greater risks of text loss and sheet deterioration. Paper strength is completely depleted from continuous use. Eventually, tabs and sheet fragments are lost. Immediate attention is required.

Tape & Non-Archival Adhesives

The Library of Congress warns about the culprits of "pressure sensitive tapes—such as scotch, masking, 'invisible,' quick-release, cellophane, and even so-called 'archival' tapes"—all are unstable. These tapes and adhesives "will stain the paper and may cause inks and colors to 'bleed.' Many lose their adhesive properties and fall off with age, leaving behind a residue that is unsightly, damaging to the item and difficult to remove."

Adhesive stains lead to issues during imaging. Awarding a low-bid imaging and microfilm project may result in illegible images. To enhance image quality, conservation is essential. A conservator can remove water-based, synthetic, and pressure sensitive adhesives.

Page extenders are an inappropriate "quick fix" to a prevailing problem. To save this collection, the underlying issues causing the deterioration of the sheets' margins need correcting. The acid content of the sheet extenders only adds to the chemical breakdown of the paper's fibers.

Lamination Removal

Kofile conservators address the "Laminate" process to the fullest extent possible. Conservators reverse the process and remove the laminate using a proprietary solvent solution. The possibility of removing the "Laminate" depends on careful testing at our conservation lab. In a small percentage of cases, the adhesive is resistant to the solvent solution and cannot be removed safely. Conservators will not attempt removal if the removal process will damage either the document's paper or ink. If conservators cannot remove the laminate safely, Kofile will contact Skamania County directly to discuss alternatives.

Non-Archival Quality Materials

The off gasses of deteriorating metals contribute to the chemical breakdown of paper. Major culprits include the metal content of book spines, the surrounding physical environment, and non-archival fasteners (such as binder clips, paper clips, and staples). These off gasses eventually destroy the fabric of the volume. Another symptom of metal oxidation is foxing, or foxlike (reddish and brown color) stains or blotches on paper.

TEMPERATURE & HUMIDITY MONITORING

While temperature and limited air circulation are crucial to a document's longevity, humidity and water are the most destructive threats.

Relative Humidity (RH) refers to the amount of water vapor present in the air. Maintaining a set point

of 40-45% RH is optimal, but costly. The maximum acceptable total RH variation, or operating range, is 5% on either side of this set point. RH should never exceed 55% or drop below 30%.

Even slight changes in temperature can double the natural aging rate of paper. In reality, temperature and RH are not consistent in a local courthouse (especially on weekends).

Temperatures above 75° F and RH higher than 60% encourage mold and other bacteria growth within 48—72 hours.

Red inks smear first, then blue inks, and lastly, black inks.

After exposure to water, pages adhere to one another when in a compressed environment. Separation without loss of text and water soluble inks (such as signatures) is vital. These records are extremely fragile.

The mitigation of mold or micro-organics (which can result with the introduction of water or humidity fluctuations), should only be attempted by a trained professional. Water damage can also lead to other issues such as binding failure. The necessary treatments are time consuming and require a highly skilled conservator.

Visit the Image Permanence Institute (IPI) at www.dpicalc.org to explore the correlation of temperature and RH on natural aging, mechanical damage, mold risk, and metal corrosion (as exemplated above). The image above is property of IPI.

TREATMENT SPECIFICATIONS

Kofile regularly addresses historical and permanent documents, including manuscripts, typescripts, negative Photostats, tri-folds, blueprints, re-creations, plats, and maps. No treatment, repair, or maintenance is used that is not 100% reversible.

Dismantle

Original binding materials, such as threads and adhesive residues, are carefully removed. Old manuscripts often have protein-based binding adhesives such as fish, bone, or rabbit skin glues. The application of steam with specialized equipment can soften the materials that are otherwise difficult to remove. Guillotine cutters are never employed. If trimming is necessary, it is accomplished with handheld scissors or specialized shears designed for trimming fragile sheets carefully and accurately. One document is cut at a time to ensure no text is lost.

Surface Cleaning

Surface cleaning sheets removes materials and deposits including dust, soot, airborne particulate, sediment from water damage, mold/mildew residue, active micro-organic growth, insect detritus, or biological or mineral contaminants. Tools include a microspatula, soft dusting brush, latex sponge, powdered vinyl eraser, or soft block eraser.

Removal of Fasteners

Kofile removes fasteners, page markers, and any metal mechanisms. Fasteners, such as binder clips, staples, paper clips, string ties, rubber bands, brads, straight pins, etc., cause damage in short periods. This includes physical damage (decreased paper strength due to punctures or distortion) and chemical damage (rust).

Removal of Tape, Adhesives, Varnish, or Old Repairs

Varnish, tape, and adhesive residue are reduced as much as possible without further degrading the original. When possible, peelers and tape are removed with two primary mechanical techniques: Heat Removal or Peeling. Heat removal is used when adhesive is loose, old, or brittle. Peeling is used

when removal by heat is unnecessary. Solvents are a last resort, and local application occurs only after testing.

A microspatula (sometimes heated) coaxes threads, tape, and glue from the paper. A Hot Tools remover can soften adhesive for removal. Dial-Temp controls the transfer of heat and guards against scorching. Remaining adhesive is treated with a gum compound eraser.

Adhesive reduction begins with the most benign process. If mechanical tape removal is unsuccessful, the next alternative is chemical. This is either a local or spot treatment or immersion in a solvent bath. Kofile ensures that its laboratories are equipped to process chemical treatments correctly and safely. Previous repairs that cannot be removed safely will remain.



If possible, water-soluble repairs are removed with water or steam. Only fully-trained, experienced, and supervised staff attempt removal of water-soluble repairs. While iron gall ink is safe for aqueous treatment, many inks may fade and compromise legibility. Extensive testing is required.

Flattening and Humidification

Improperly stored paper becomes inflexible and retains a memory of the storage position. Kofile's technicians are experienced with all methods and tools to "flatten" paper including the use of tacking irons, heat presses, and an Ultrasonic Humidification Chamber.



After careful testing, the Ultrasonic Humidification Chamber is used to correct the most fragile documents folds and bends. This significant investment, with which other private labs are rarely equipped, represents Kofile's foresight and commitment to offering the best available technology.

Mending torn paper is an art form and requires a variety of materials depending on the paper's color, tone, condition, and weight. The length of the tear(s) and the degree of embrittlement or fragmentation are also concerns. Kofile generally mends tears greater than 1/2" if the document is going to be encapsulated.

A specialized paper and paste is commonly used and all mending materials are acid free and reversible. Mending strips are cut so the edge of the paper visually integrates with the page without clashing aesthetically or historically. Fragmented edges, folds, tears, cracks, voids, and losses are all mended in this fashion. The mending paper used is strong and is transparent after application and while visible to the trained eye, it does not distract from the document.



A low-temperature, acrylic adhesive that bonds to the paper may also be used for reinforcement of damaged sheets. Kofile also constructs its own version with acid-free tissue paper and liquid acrylic adhesive.

An 1848 Probate Record before and after treatment. The image to the right shows the page after deacidification, tape removal, and mending with archival tissue.



Deacidification

Deacidification is only performed after careful pH and compatibility testing. Kofile is equipped with multiple custom-built spray exhaust booths. All are routed through a HVAC system for optimum performance.

A commercially-prepared buffer solution is applied to both sides of the sheet with compressed air sprayer equipment (see right picture). The solution is non-flammable and non-toxic. The active ingredient, magnesium oxide, neutralizes acid and provides an alkaline reserve. This chemical is inert, safe, and does not degrade the sheet.



Once the buffer is applied, the paper's pH alters slowly. After deacidification, random testing ensures an 8 pH with a deviation of no more than 2-4%.

Encapsulation

In archival encapsulation, the document floats freely and is not taped or glued to the pocket. Kofile uses SKC SH725 polyester (Polyethylene Terephthalate - PET) which is the most inert, rigid,

dimensionally stable (dimstab), and strongest plastic film. Otherwise known as Mylar® Type D or Melinex® 516, it is crystal clear, smooth, odorless, and is resistant to distorting or melting in case of fire.

Each sheet is encapsulated in a 2 mil patented polyester pocket: Lay Flat Archival Polyester Pocket™, US Patent #7,943,220 B1, 5/17/2011. This pocket is welded closed on three sides, and a Reemay® strip, or spunbond polyester, statically seals out atmospheric pollutants while allowing off-gassing on the fourth side. This provides easy access to the original document without cutting the pocket (some companies weld all four sides).



This construction allows for a flat book block and reinforces the binding edge for added strength and years of service. Available in custom sizes, the Pocket dimensions will match the 'book block' dimensions with a 1½" or 1¼" binding margin.

ARCHIVAL RECORDER BINDERS

Volumes are hand-cased at 250 pages or less and pockets are punched (on the binding edge). Books with large capacities may be split to account for the weight of the Mylar. Kofile punches pockets to any hole specifications and can repair/replace index tabs.

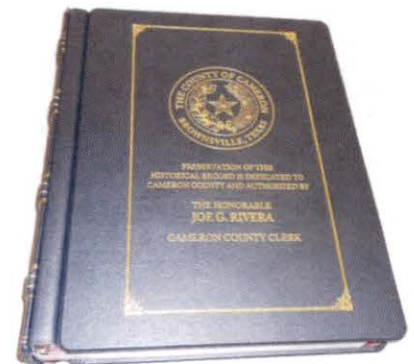
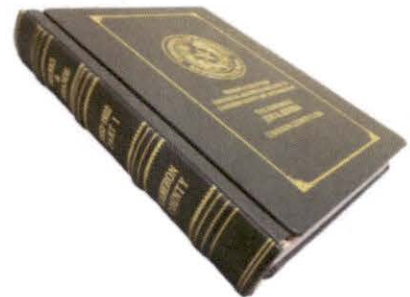
Kofile manufactures binder components at 1/4" incremental capacities on a per-book basis. Kofile punches sheets to any hole specifications and repair/replace index tabs as necessary. Kofile can manufacture custom binder sizes, shapes, spines, colors, and lettering. Each binder features durable cover boards and a spine to support the pages' weight. All materials, including the cover boards and adhesives, are acid free.

Stamping

Title stamping can follow the same format/style of the originals. A stamping sheet is sent for approval. If any titling, dates, or other information from an original volume is noted in error, Skamania County is notified. Any changes are approved by Skamania County. Tooling is performed with 23-karat gold foil.

Heritage Recorder Binder

The Heritage Recorder Binder (pictured right) is a post binder, but the binding can also be sewn. This binder is available in various colors in genuine or imitation leather, or canvas. Cover printing is foil on the leathers and hot stamp printing on the canvas.



SCOPE OF SERVICES

General treatments and services are outlined in the following. Services are tailored to the needs of the specific item.

Preservation—Conservation Treatments, Deacidify, Encapsulate, & Bind (PRV)

- Kofile creates a permanent log (noting condition, page order, characteristics, and treatments) for each item upon receipt. Items are inspected and control numbered as necessary. A final quality check references this log.
- Dismantle volumes by hand (if applicable).
- Surface clean sheets. Tools include a microspatula, soft dusting brush, latex sponge, powdered vinyl eraser, or soft block eraser. Surface cleaning removes materials and deposits—e.g., dust, soot, airborne particulate, sediment from water damage, mold/mildew residue, active micro-organic growth, insect detritus, or biological or mineral contaminants.
- Remove any non-archival repairs, adhesives, residual glues, or fasteners to the extent possible without causing damage to paper and inks.
- Mend tears and guard burns on back side of sheets with acid free and reversible mending materials.
- Deacidify sheets (each side of each sheet) after careful testing with Bookkeepers®. This commercial solution of magnesium oxide, which neutralizes acidic inks and paper by providing an alkaline reserve (after pH and compatibility testing). Random testing ensures an 8.5 pH with a deviation of no more than $\pm .5$.
- Encapsulate each sheet in a Lay Flat Archival Polyester Pocket™. Each custom envelope is composed of Skyroll SH72S® Mylar and includes a patented lay flat design. Dimensions match the "book block" dimensions, with a 1¼" binding margin.
- Re-bind in custom-fitted and stamped archival quality binder. Each binder is manufactured on a per-book basis and sized to 1/4" incremental capacities. This binder is available with four hubs, a gold-tooled spine, and is roller shelf-compatible. A volume may return split due to the added weight of the Mylar, depending on page count.
- A dedication/treatment report is included in each binder.

PROJECT PRICING

Without a signed agreement, prices are good for 90 days. Pricing is based on estimated page counts and condition levels. Pricing is finalized upon review at the Kofile lab. Billing occurs on actuals per mutually agreed upon pricing, not to exceed the P.O. without authorization.

Skamania County				
Project Overview - Phase 1				
Record Series	Volume	Page Count	Level of Service	Estimated Total
Skamania County Plat Book short Plats	1	1,082	Preservation	\$5,951.00
Skamania County Plat Book short Plats	Book T 1	486		\$2,673.00
Skamania County - Book A Plats	3	656		\$3,608.00
Skamania County - Survey Book	1	636		\$3,498.00
Planning Commission Plat Map Book	0	28		\$154.00
Skamania County Short Plat Book	2	1,226		\$6,743.00
Phase 1 Total				\$22,627.00

Skamania County				
Project Overview - Phase 2				
Record Series	Volume	Page Count	Level of Service	Estimated Total
Skamania County Monuments Book	1/6 -4/7	1,202	Preservation	\$6,611.00
Skamania County Book of Surveys	3	250		\$1,650.00
Skamania County Plats	B	148		\$976.80
Skamania County Surveys Book	2	986		\$6,507.60
Short Plat Index Book	0	56		\$308.00
Monuments Book	1/4-10/5	1,046		\$8,347.08
Phase 2 Total				\$24,400.48

Skamania County				
Project Overview - Phase 3				
Record Series	Volume	Page Count	Level of Service	Estimated Total
Owners Index Survey Book		60	Preservation	\$396.00
Monuments Book	3/7.5-7/10	1,246		\$6,853.00
Discharge Record Book 2/103	2	84		\$462.00
Book of Surveys Tract Index		426		\$2,811.60
Plat Book - Book A 1st Book	A	192		\$24,384.00
Commissioners Proceeding	5	822		\$8,598.12
Phase 3 Total				\$43,504.72

Skamania County			
Project Summary Phases 1-3			
Record Series	Page Count	Level of Service	Estimated Total
Historical Records	10,632	Preservation	\$90,532.20

This proposal shall be governed by the terms of use found at <https://kofile.com/termsandconditions>.
 Payment Terms: Billing will occur in 3 payments, one for each phase of the project, as the phases are completed.

CUSTOMER ACCEPTANCE	KOFILE ACCEPTANCE
_____ Signature of Authorized Official	_____ Signature of Authorized Official
_____ Print Name of Authorized Official	_____ Print Name of Authorized Official
_____ Title of Authorized Official	_____ Title of Authorized Official
_____ Date	_____ Date

ACCESSIBILITY OF RECORDS

Records held at Kofile are maintained as private and confidential material. Skamania County is guaranteed access to records via email or toll-free fax at our expense. Upon receipt of a records request, Kofile will flag the requested record and verify inventory control, pull supporting paperwork, and email/fax a response to the approved requester or alternate. The turnaround time for a records request will meet or exceed requirements.

Please note that all records (including volumes, documents, digital images, metadata or microfilm) serviced by Kofile shall remain the property of Skamania County. This policy applies to any agreement, verbal or written, between Skamania County and Kofile.

The records are not used by Kofile other than in connection with providing the services pursuant to any agreement between Kofile and Skamania County. The records are not commercially exploited by or on behalf of Kofile, its employees, officers, agents, invitees or assigns, in any respect.

Please let me know if you have any questions. We look forward to serving Skamania County and to working together for the preservation and access of its public and historical assets.

Sincerely,

Gail Lawson


Gail Lawson

c: (503) 679-9372

e: gail.lawson@kofile.com

rac

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	<u>Public Works</u>	
	Department	Signature
<u>AGENDA DATE</u>	<u>5/31/2023</u>	
<u>SUBJECT</u>	<u>Contract amendment</u>	
<u>ACTION REQUESTED</u>	<u>Approve attached contract amendment</u>	

SUMMARY/BACKGROUND

Skamania County Community Development has a contract for planning assistance with WSP-USA. This contract had a scope of work specifically for scenic area planning assistance. We have the need for them to review all components of a large-scale projects Environmental Impact Statement. WSP-USA has the capabilities to provide this service at the same negotiated rates.

FISCAL IMPACT

Current approved budget does not include the cost for this work however the applicant is responsible to reimburse the total amount due from this work. Once completed a supplemental Budget will be done. We will pay the invoice and directly invoice back to the applicant.

RECOMMENDATION

I would recommend the board approve this contract amendment.

LIST ATTACHMENTS

Contract Facesheet
Scope of work

**PROFESSIONAL SERVICE CONTRACT
BETWEEN
SKAMANIA COUNTY AND CONTRACTOR**

THIS CONTRACT, by and between **SKAMANIA COUNTY**, a municipal corporation, hereinafter referred to as the "**COUNTY**", and "WSP USA Inc.," 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 **Tim Elsea, P.E., County Engineer**; 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 Exhibit "A", attached hereto, and by this reference incorporated herein.
- B. Amendments, modification, 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 01/18/2023 and terminate on 12/31/2023; **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. Either party may terminate this contract earlier upon thirty (30) days written notice. This contract may be extended for up to 2 one year periods if both parties agree.

5. **PAYMENTS FOR SERVICES**

- A. The consideration for the services to be performed by the **CONTRACTOR** shall not exceed **\$35,000**, including Washington State sales tax (If Applicable), and shall be paid as outlined below or in Exhibit "A".
- B. Payment on the account of the contracted services shall be made not more than monthly, based on submission by the **CONTRACTOR** to the **COUNTY'S** contracting officer of reports and invoices describing the services performed in sufficient detail to enable the **COUNTY'S** contracting officer to adequately determine the services for which payment is sought. **Payment is due within thirty (30) days of submission of accepted detailed invoice.**
- C. The **CONTRACTOR** agrees that funds received from the **COUNTY** can be expended for only public purposes and the **CONTRACTOR** will keep identifiable financial and performance books and records of all funds received pursuant to this contract from the **COUNTY** detailing the receipts and expenditures of such funds; that these detailed accounting records shall be made available at all reasonable times to any county, state, or federal auditor, whose duties include auditing these funds.
- D. Compensation for services shall be in accordance with **CONTRACTOR'S** schedule of billable rates for services and personnel included as Exhibit "B".

6. **INSURANCE**

The **CONTRACTOR** agrees to hold 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 to the extent caused by the **CONTRACTOR'S** negligence. The **CONTRACTOR** further agrees to provide the

COUNTY with evidence of Commercial general liability insurance including the COUNTY, its elected and appointed official, agents, employees, and volunteers as an additionally insured party in the amount of \$1,000,000 per occurrence.

7. **INDEMNIFICATION**

CONTRACTOR agrees to indemnify and hold harmless the COUNTY and its respective employees, agents, licensees and representatives, from and against any and all suits, claims, actions, losses, costs, penalties, damages, attorneys' fees and all other costs of defense of whatever kind or nature arising out of injuries of or death of any and all persons (including Subcontractors, agents, licensees or representatives, and any of their employees) or damage of or destruction of any property (including, without limitation, Owners property, Contractors property, or any Subcontractors property) to the extent caused by Contractor's negligent performance of its work, unless such injury, death or damage is caused by the sole or active 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 employee's 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 **CONTRACTORS** 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 Subcontractors also provide that the Contractor or Subcontractor will waive its immunity under Title 51 RCW.

8. **GOVERNING LAW**

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

9. **ASSIGNABILITY**

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

10. **EQUAL EMPLOYMENT OPPORTUNITY**

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

12. **NON-COMPLIANCE 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 **CONTRACTORS** name, address, and the **COUNTY** department the contract is with; and
- e. Be mailed to the Board of Commissioners, PO Box 790, Stevenson, WA 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) days notice, in writing, of the **COUNTY'S** intent to terminate and the reasons for said termination. And, in the event of any such termination, the **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 **CONTRACTORS** breach to the extent they are adequate.
- C. Either party may cancel the contract, without fault, by giving the other party 30 (thirty) days written notice.

16. **OWNERSHIP OF WORK PRODUCTS**

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

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

Dated this 18th day of January 2023.

CONTRACTOR
Address



Authorized Signatory

ATTEST:




BOARD OF COMMISSIONERS
SKAMANIA COUNTY, WASHINGTON

Absent


T.W. Lannen, Chairman



Richard Mahar, Commissioner




Asa Leckie, Commissioner



Lisa Sackos, Clerk of the Board

Approved as to form only:



Adam Kick,
Skamania County Prosecuting Attorney

Aye 2
Nay 0
Abstain 0
Absent 1



January 9, 2023

Skamania County Community Development
P.O. Box 1009
Stevenson, WA 98647
Via email to: davidw@co.skamania.wa.us

Subject: Proposal to Provide Professional Planning Services for the Review of National Scenic Area (NSA) Applications.

To Whom It May Concern:

Thank you for the opportunity to provide professional planning services to the Skamania County Community Development Department (County) to assist with the review of NSA applications. WSP USA Inc. (WSP) is familiar with the County's NSA code through our prior work reviewing NSA permits for the County under a separate contract.

PROJECT UNDERSTANDING

The County is requesting planning support for the review of permits for proposed development located within the NSA during a County staff shortage. Assistance may include, but is not limited to:

- Reviewing NSA development applications for compliance with Skamania County Code (SCC) Title 22 (Columbia River Gorge National Scenic Area).
- Drafting staff reports assessing the compliance of proposed development applications with SCC Title 22.
- Coordinating with County staff, outside agencies, and applicants. Coordination may include emails, phone calls, and meetings (virtual or in-person).
- Facilitating pre-application and other meetings with applicants for proposed NSA developments.

The amount and frequency of application review work will be determined by the County's development review needs.

SCOPE OF WORK

Task 1 – Project Management

WSP will provide monthly invoicing and progress reports and communicate with the County and the project team through regular meetings.

Assumptions

- Start date of the work is upon signature of contract.
- The contract duration is until December 31, 2023 with the direction to extend for two one-year periods, if requested by the County and subject to annual changes in WSP's hourly rates.

Deliverables

- Monthly invoicing

Task 2 – NSA Development Review

WSP will conduct land use application review services for proposed developments in the NSA as assigned by Skamania County. WSP will complete the following tasks, as requested, based on project-specific requirements.

- Review applications for completeness and recommend whether the County should deem the application complete or what application materials are missing. Provide draft completeness or incompleteness letters to the County for signature and distribution to the applicant.
- Review application materials for consistency with applicable County regulations
- Prepare draft staff reports for County review and revise the staff report based on the County's comments.
- Coordinate with County staff, service districts, and review agencies to resolve questions and regulatory issues related to development projects, if requested.
- Revise draft staff reports based on agency and service district comments, if warranted, and in consultation with County staff.
- Review State Environmental Policy Act (SEPA) checklists and provide recommended draft threshold determinations for County review and issuance.
- Participate in meetings or phone calls with City staff, agencies, and applicants to answer questions and resolve questions.
- Conduct review of natural resource documents such as wetland delineations and habitat reports for compliance with SCC Title 22, if requested by the County. Review will be by WSP natural resource scientists.

Assumptions

- In advance of initiating a review, WSP will correspond with County staff by email to confirm/agree to work tasks, level of effort, schedule, and budget.
- County staff will provide application materials (digitally) to WSP.

- WSP will use existing County forms and templates in drafting letters, staff reports, and notices of decision.
- County staff will issue application and decision notices.
- Response to public comments during application notice periods is excluded.
- The County's SEPA Responsible Official will be responsible for final threshold determinations and distributing the determination to affected agencies and the public.
- The County will be responsible for preparing all required hardcopies for meetings or hearings.
- The County will be responsible for mailing notices to applicants and interested parties.
- WSP word processing staff will complete a final proof of documents before sending to the County.
- The County is responsible for final review and sign off of all documents before they are released to the public.
- Code enforcement activities are excluded.
- WSP services under this scope of work are not considered legal services.

Deliverables

- Written materials associated with projects, including notices of decision, completeness, staff reports, letters, emails, and conversation notes.

COMPENSATION

Professional fees will be billed as incurred in accordance with the hourly rates in the fee schedule below. The fee schedule includes standard rates for the WSP staff that we anticipate will work on this contract. WSP will advise, if staff members other than those listed below, are needed. If additional staff are needed, they will be billed at the current rates. These rates are proposed for the duration of this contract. The not-to-exceed value of the contract time of performance period is \$35,000 unless otherwise amended by the County.

Fee Schedule

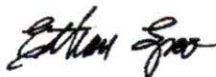
Staff	Role	2023 Rate per Hour
Ethan Spoo, AICP	Senior Lead Consultant – Land/Urban Planner	\$169.51
Emma Johnson, AICP	Senior Lead Consultant – Land/Urban Planner	\$153.74
Scott Bucklin	Senior Consultant – Transportation Planner	\$134.43
Sam Rubin	Consultant – Land/Urban Planner	\$132.03
Nicholas Fazio	Consultant – Land/Urban Planner	\$139.79
Jodi Mescher	Consultant – Land/Urban Planner	\$86.91
Alec Egurrola	Consultant – Land/Urban Planner	\$90.96
Dustin Day, PWS	Senior Lead Consultant – Environmental Scientist	\$181.41
Nora Bretana	Senior Administrative Specialist	\$119.53
Sanja Woehlert	Consultant – Project Accounting	\$116.75
Expenses	Cost + 10%	
Mileage	current federal standard + 10%	

CLOSING

If you wish to accept this proposal for the services described above, please provide us with a contract amendment. This proposal is valid for 30 days.

We thank you for the opportunity to offer this proposal, and we look forward to working with you. Should you have questions, please call us at 360-823-6100.

Sincerely,



Ethan Spoo, AICP



Brian Carrico

Skamania County Community Development
January 9, 2023
Page 5

Senior Consultant, Land/Urban Planner

**Senior Director – Vancouver Planning and
Environmental – Assistant Vice President**

ES:SK:BC:ac



May 22, 2023

Mr. David Waymire
Skamania County
Public Works Director

Subject: Proposal to Provide Professional Planning Services for the Proposed J.L.
Storedahl and Sons Quarry

Dear David:

Thank you for the opportunity to provide professional planning and natural resource science services to Skamania County for the proposed J.L. Storedahl and Sons Quarry in unincorporated Skamania County.

This statement of work is proposed to provide assistance to the County with the review of the environmental impact statement (EIS) followed by the review of application materials for a conditional use permit (CUP).

PROJECT UNDERSTANDING

The quarry site is located approximately 10.5 miles northeast of Washougal, WA and consists of approximately 273.6 acres, of which approximately 180 acres will be disturbed by mining activities. The applicant is proposing to lease the mineral rights of the property from Weyerhaeuser to operate a crushed aggregate quarry. Mining is anticipated to occur over the next 30 to 40 years and, once mining operations are complete, the site would be reclaimed back to forestry use.

During the County's review of the CUP application materials in 2021, the County determined that this project is likely to have significant adverse impacts on the environment and that a State Environmental Policy Act (SEPA) EIS should be prepared, consistent with RCW 43.21C.030 (2)(c). The applicant contracted with EA Engineering, Science, & Technology, Inc. (EA) to prepare the EIS. Scoping for the project has been completed and EA is currently preparing the preliminary draft EIS.

The following scope of work is for WSP to assist the County with assessing the project for consistency with SEPA followed by permitting support for the CUP.

OVERALL ASSUMPTIONS

- This project will take approximately eighteen months and will be completed by September 2024.
- WSP will conduct and invoice work on a time-and-materials basis consistent with the agreed-upon tasks, schedule, and budget.
-

- All deliverables will be provided in Microsoft Word or PDF file format.
- Any required printing or mailings will be completed by the County.
- No site visit will be conducted.
- All meetings will be virtual unless specified otherwise below.
- The County will be responsible for issuing the Draft and Final EIS including publication, distribution to agencies and other interested parties and all required notices.
- WSP activities are not considered legal services.

Task 1.0: Project Management

WSP will provide project management services throughout the eighteen-month duration of the project. Efforts will include the following:

- Bi-monthly progress meetings with County staff.
- Monthly invoices.

Assumptions

- Attendance by two staff at up to nine half-hour project management meetings with County staff.

Deliverables

- Progress meeting agendas and summary notes
- Monthly invoices

Task 2.0: Draft Environmental Impact Statement Support

WSP will provide planning support for the Draft EIS, including review of preliminary drafts and attendance and facilitation at a public open house. WSP will review the Draft EIS for consistency with the EIS scoping report, standard professional practices, and SEPA requirements. Efforts for this task will include the following:

- Review the 1st preliminary Draft EIS and provide comments to the County.
- Review the 2nd preliminary Draft EIS and provide comments to the County.
- Review the final Draft EIS.
- Facilitate one in-person public open house on the Draft EIS and present the County's key findings.

Assumptions

- The EIS will evaluate three alternatives: Alternative 1 – Proposed Mining, Alternative 2 – Mining Operations Alternative, and Alternative 3 – No Action Alternative.
- The EIS will analyze the following elements of the environment: Transportation (including Public Services – Emergency Response), Noise, Land Use (including Aesthetics, Parks and Recreation, and Relationship to Plans and Policies), Critical Areas (including Earth, Water Resources, and Plants and Animals), Cultural Resources, and Air Quality/Greenhouse Gas Emissions. If additional elements are analyzed in the EIS, a contract amendment may be necessary.

- The EIS will include five technical reports: Traffic, Noise, Air Quality, Cultural Resources, and Critical Areas. If additional technical reports are included or referenced in the EIS, a contract amendment may be necessary.
- WSP comments will be provided in comment bubbles and redlines in the EIS and technical reports.
- EA and/or the County will coordinate agency review of technical work completed for cultural resources, including but not limited to field surveys with the Washington State Department of Archaeology and Historic Preservation.
- WSP review of the Air Quality/Greenhouse Gas Emissions chapter and technical report does not include technical review of a dispersion modeling analysis or verification of emission factors.
- The traffic technical report will analyze up to 25 intersections.
- The County will schedule the public open house and secure the venue (to be held in Stevenson or Washougal, WA), including any required fees. The open house will be up to four hours.
- The City will advertise the open house consistent with the Skamania County Code and state requirements.
-
- Up to four WSP staff will attend the public open house in-person.
- The County will solicit and collect public comments on its website and provide WSP with one consolidated set of comments when the comment period closes. The County will be responsible for publicizing the comment period.
- The County will provide the compiled comments to EA. EA will determine an approach to responding to comments and confirm that approach with the County and WSP prior to responding to comments.
- No significant additional technical work will be needed to address comments.
- The Draft EIS will be up to 200 pages in length, not including technical reports appended to the EIS.
- The applicant will present the project and key findings of the Draft EIS at the open house. WSP will prepare up to six slides and present on key issues and proposed mitigation. WSP will also facilitate oral and written public comments at the open house, including setting ground rules for providing oral comments.

Deliverables

- Redline edits and comments on the 1st preliminary Draft EIS and 2nd preliminary Draft EIS
- Review of the final Draft EIS and confirmation of no additional required edits
- Four poster boards for the public open house. Any figures or graphics on the boards will be provided by the applicant (EA and/or J.L. Storedahl and Sons).
- Draft and final presentation (up to six slides) for the public open house.

Task 3.0: Final Environmental Impact Statement Support

WSP will provide support for the Final EIS, including review of preliminary drafts and draft responses to public comments. WSP will review the Final EIS for consistency with the EIS scoping report, standard professional practices, SEPA requirements, and responsiveness to public

and agency comments received during the comment period for the Draft EIS. Efforts for this task will include the following:

- Review the 1st preliminary Final EIS and provide comments to the County for review distribution to EA.
- Review the 2nd preliminary Final EIS and provide comments to the County for review distribution to EA.
- Review the Final EIS

Assumptions

- The Final EIS will be up to 250 pages in length, not including technical reports appended to the EIS.
- EA will respond to public comments received on the Draft EIS. WSP will review EA's draft responses for consistency and completeness. There will be up to 50 separate substantive comments received during the comment period.
-

Deliverables

- Review of the 1st preliminary and 2nd preliminary Final EIS, including draft responses to comments
- Review of the Final EIS and confirmation of no additional required edits

Task 4.0: Conditional Use Permit

WSP will provide planning support on behalf of the County for review of the CUP application. Following the County's review period, the CUP must go before the Hearing Examiner for their decision on whether to issue a permit. Efforts for this task will include the following:

- Conduct two rounds of review of the CUP application materials and advise the County as to additional information or materials needed to complete permit review. WSP will provide a comment letter to the County for distribution to the applicant.
- Review public comments and incorporate written responses in the draft staff report.
- Prepare a draft staff report and revise it based on County comments for a final draft.
- Coordination with County staff and the applicant during application review.
- Preparation and attendance at the Hearing Examiner's hearing.
- Provide post-hearing written responses to issues or questions raised by the hearing examiner.

Assumptions

- There will be two virtual meetings with County staff and the applicant during the County's review period to discuss any outstanding items or questions regarding the application materials.
- The County will compile and send public comments and responses to the hearing examiner.

Mr. David Waymire
April 12, 2023
Page 5

- The County will schedule the hearing with the hearing examiner for the CUP and secure the venue, including any fees required. The hearing will be held at City offices, or a community venue, in the City of Stevenson.
- The City will notice the hearing consistent with Skamania County Code and state requirements.
- Not more than four hours will be required to respond to post-hearing requests from the hearing examiner.

Deliverables

- Draft and final completeness and consistency comments
- Draft and final public comments and written responses
- Two draft and one final staff report
- In person attendance by two WSP staff at the hearing examiner hearing and virtual attendance of up to three additional WSP staff to help answer discipline specific questions.

COMPENSATION

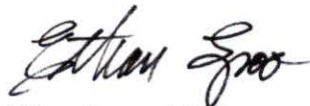
The following additional professional fees will be billed as incurred, including \$118 in expenses and will not exceed \$73,009 without written authorization.

Task 1.0: Project Management	\$6,269
Task 2.0: Draft EIS	\$37,832
Task 3.0: Final EIS	\$15,954
Task 4.0: Conditional Use Permit	\$15,614
Expenses	\$118
Total	\$75,787

CLOSING

If you wish to accept this proposal for the services described above, please provide us with a contract amendment. This proposal is valid for 30 days. We thank you for the opportunity to offer this proposal, and we look forward to working with you. Should you have questions, please call us at 360-823-6100.

Sincerely,




Ethan Spoo, AICP
Senior Consultant, Land/Urban Planning

Brian Carrico
Senior Vice President, Environmental
Planner/Project Director

ES:emj

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	Community Health Department	Signature 
<u>AGENDA DATE</u>	BOCC 5/31/2023 RATIFY BOH, 6/13/2023	
<u>SUBJECT</u>	Clark County contract for FPHS Services	
<u>ACTION REQUESTED</u>	BOH Signature	

SUMMARY/BACKGROUND

Amends Contract with Clark County Public Health for Communicable Disease Prevention & Control and Healthy Communities/Chronic Disease Prevention services to extend date and add language for Food Establishment training.

FISCAL IMPACT

\$174,685 No Change

RECOMMENDATION

Sign Contract at the next BOCC meeting and ratify at 6/13/2023 BOH meeting.

LIST ATTACHMENTS

- Face Sheet
- Contract

AMENDMENT ONE

HDC.1791

between

CLARK COUNTY

P.O. Box 9825, Vancouver, WA 98666

and

SKAMANIA COUNTY

P.O. Box 790, Stevenson, WA 98648

Project: Skamania County FPHS Services
Service Description: Communicable Disease Prevention & Control and Healthy Communities/Chronic Disease Prevention FPHS services to Skamania County.
Contract Name: CCPH Skamania County FPHS Interlocal HDC.1791
Contract Period: July 1, 2022 – ~~June 30, 2023~~ *October 31, 2023*
Total Contract Amount: \$174,685

Clark Contacts		
Program	Fiscal	Contract
See Exhibit A, Section 3	Josh Gossage 564.397.8102 Josh.Gossage@clark.wa.gov	Holly Barnfather 360.949.6965 GCT@clark.wa.gov

Agency Contacts		
Program	Fiscal	Contract
Tamara Cissell 509.427.3850 tamarac@co.skamania.wa.us	Allen Esaacson 509.427.3856 allene@co.skamania.wa.us	Allen Esaacson 509.427.3856 allene@co.skamania.wa.us

This contract for governmental services, where both parties are public agencies, pursuant to RCW 39.34.080 is entered into between Clark County, hereinafter referred to as “Clark,” and Skamania County, hereinafter referred to as “Agency.” Clark and Agency agree to all terms and conditions, exhibits, and requirements of this contract.

**SKAMANIA COUNTY BOARD
BOARD OF HEALTH:**

CLARK COUNTY:

Commissioner Date

Kathleen Otto, County Manager Date

Commissioner Date

APPROVED AS TO FORM ONLY:

Commissioner Date

Amanda Migchelbrink Date
Deputy Prosecuting Attorney

ATTEST:

Clerk of the Board

Adam Kick Date
Skamania County Prosecuting Attorney

CONTRACT HISTORY

Contract Term	Action Amount	Total Contract Amount
Base Contract Period: July 1, 2022 – June 30, 2023	\$174,685	\$174,685
Amendment #1 Period: July 1, 2022 – October 31, 2023	\$000	\$174,685

1. MODIFICATIONS

- 1.1. The Statement of Work included in the original contract as Exhibit A, is hereby replaced in its entirety with the revised Statement of Work included as Exhibit A of this modification.
- 1.2. The Budget Summary included in the original contract as Exhibit B, is hereby replaced in its entirety with the revised Budget Summary included as Exhibit B of this modification.
- 1.3. The compensation included in the original contract in Section 3, Compensation, is hereby replaced in its entirety with the following:
 - 1.3.1. Clark will submit an invoice to Agency each quarter. The invoice will include:
 - 1.3.1.1. FPHS support services for actual costs incurred, which includes but is not limited to; salaries, benefits, services, training, supplies, travel/mileage, and indirect expenses (currently 28.4%).
 - 1.3.1.2. Environmental Public Health food establishment and foodborne illness training for a monthly fee of \$1,734.
 - 1.3.2. Agency shall pay Clark for performing said services upon receipt of an invoice. The parties mutually agree that in no event may the amount billing exceed \$174,685 without prior written approval.
- 1.4. All other terms and conditions of the original contract, as amended, remain the same.

2. ENTIRE CONTRACT

This modification incorporates the original Contract and any subsequent modifications by reference. The parties agree that the original Contract, subsequent modifications, and this modification are the complete expression of the terms hereto and any oral representations or understanding not incorporated herein are excluded. Further, unless allowed elsewhere in the Contract, any modifications of this Contract shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute a material breach of contract and cause for termination. Both parties recognize that time is of the essence in the performance of the provisions of this modified Contract.

**EXHIBIT A
STATEMENT OF WORK**

1. Background/Overview

Clark County Public Health to assist in supporting additional Public Health staff which includes the following: Epidemiologist, Public Health Nurse, Program Coordinator, and Office Assistant. These positions will support Communicable Disease Prevention & Control and Chronic Disease Prevention services.

2. Scope of Work

2.1. Communicable Disease Prevention & Control Services

2.1.1. Communicable Disease Investigations (general CD, STD, COVID-19)

2.1.1.1. General CD investigations.

- 2.1.1.1.1. Respond to provider disease-specific questions.
- 2.1.1.1.2. Conduct case and contact investigations as applicable.
- 2.1.1.1.3. Provide control measure recommendations to facilities where exposure occurred.
- 2.1.1.1.4. Conduct outbreak investigations and response follow-up.
- 2.1.1.1.5. Conduct facility investigations (including schools, businesses, and other congregate settings as appropriate).

2.1.1.2. STI investigations (GC, CT, Syphilis, and HIV, surveillance only for herpes).

- 2.1.1.2.1. Respond to provider disease-specific questions.
- 2.1.1.2.2. Conduct case and contact investigations as applicable.
- 2.1.1.2.3. Conduct syphilis &/or HIV field testing.

2.1.1.3. COVID-19 facility investigations.

- 2.1.1.3.1. Respond to COVID-specific questions.
- 2.1.1.3.2. Conduct facility investigations (schools, businesses, and other entities as appropriate).

2.1.1.4. Operational support.

- 2.1.1.4.1. Review and update CD-related policies/procedures/protocols, including foodborne and waterborne illness investigation processes, in coordination with Skamania staff.
- 2.1.1.4.2. Assist with developing and implementing school STI/CD outreach and education.

2.1.2. TB Case Management

- 2.1.2.1. Respond to provider questions.
- 2.1.2.2. Support suspect case evaluation including testing as needed.
- 2.1.2.3. Provide case management services for all active cases of TB disease:
 - 2.1.2.3.1. Electronic daily observed therapy (eDOT)/ daily observed therapy (DOT).
 - 2.1.2.3.2. Provide medications.

- 2.1.2.4. Conduct contact investigations for infectious cases.

2.1.3. Illness Complaint Follow-up & Outbreak Investigation

- 2.1.3.1. Conduct illness-compliant interviews.
- 2.1.3.2. Provide recommendations to Food or Water Safety teams on the need for an Environmental Assessment or recommendation for a prioritized inspection. Coordinate with EPH division(s) as appropriate.
- 2.1.3.3. Provide outbreak investigation support and epidemiology services.

2.1.4. Epidemiology Support

- 2.1.4.1. State surveillance & investigation-related systems management and data stewards (may include WDRS, PHIMS, and other data systems).
- 2.1.4.2. Routine data audits and data clean-up.
- 2.1.4.3. Routine and ad hoc epidemiology product generation.
- 2.1.4.4. Outbreak data management support.

2.2. Healthy Communities

2.2.1. Health Assessment and Evaluation Services

- 2.2.1.1. Program Coordinator will work with regional stakeholders to provide the following services:
 - 2.2.1.1.1. Conduct regular, comprehensive community health assessments.
 - 2.2.1.1.2. Identify health priorities based on information collected from the CHA, including analysis of health disparities, health inequities, and the social determinants of health.
 - 2.2.1.1.3. Facilitate and participate in the collaborative development of a Community Health Improvement Plan (CHIP), an implementation cycle that devises, implements, and evaluates the impact of health improvement strategies for priority health issues identified in the CHA.

2.3. Environmental Public Health

2.3.1. Food Establishment Inspection Training

- 2.3.1.1. Provide food establishment inspection training to Skamania County Environmental Health Specialist.
 - 2.3.1.1.1. Discuss various inspection types (routine, educational, follow-up, and complaints)
 - 2.3.1.1.2. Review the importance for conducting a file review (approved plans, previous inspections, submitted complaints) prior to conducting an inspection.
 - 2.3.1.1.3. Demonstrate how you approach planning your inspections for the week.
 - 2.3.1.1.4. Review of necessary inspection equipment (i.e., test strips, calibrated thermometers, alcohol swabs, etc.)

- 2.3.1.1.5. Ensure trainee has printed red/blue inspection forms.
- 2.3.1.1.6. Each item in the Secondary Field Trainers section.

2.3.2. Foodborne Illness Investigation Training

- 2.3.2.1. Provide foodborne illness training to Skamania County Environmental Health Specialist.
 - 2.3.2.1.1. FDA Foodborne Illness-Causing Organisms reference.
 - 2.3.2.1.2. Environmental Assessment (EA) "Field Guide" reference.
 - 2.3.2.1.3. Prioritized routine EA vs. outbreak investigation.
 - 2.3.2.1.4. Conducting an EA.
 - 2.3.2.1.5. Locating and completing EA forms.
 - 2.3.2.1.6. Outbreak investigation "go" kit.
 - 2.3.2.1.7. Illness interviews.
 - 2.3.2.1.7.1. Post interview recommendations.
 - 2.3.2.1.8. Communication during an outbreak investigation.
 - 2.3.2.1.9. NORS reporting form.

2.3.3. Food Establishment Plan Review Training

- 2.3.3.1. Provide food establishment plan review training to Skamania County Environmental Health Specialist.
 - 2.3.3.1.1. Review and discuss submittal requirements.
 - 2.3.3.1.2. Demonstrate an initial submittal review.
 - 2.3.3.1.3. Demonstrate tracking tools.
 - 2.3.3.1.4. Compile & send initial review email.
 - 2.3.3.1.5. Complete hot water calculations for a facility.
 - 2.3.3.1.6. Demonstrate continuing reviews after receipt of more information.
 - 2.3.3.1.7. Discuss mitigations of commonly encountered variance requests, approvals.
 - 2.3.3.1.8. Drafting and sending approval letters.
 - 2.3.3.1.9. Review submittal requirements.
 - 2.3.3.1.10. Highlight specific code sections.
 - 2.3.3.1.11. Review submittal requirements.
 - 2.3.3.1.12. Mobile specific requirements.
 - 2.3.3.1.13. Reciprocity.
 - 2.3.3.1.14. Provide orientation - preparing for pre-opening inspection.
 - 2.3.3.1.15. Review the inspection form; discuss how each item is field assessed.
 - 2.3.3.1.16. Review pre-opening packet handouts.
 - 2.3.3.1.17. Assess field readiness (i.e., equipment; attire; shoes, etc.).
 - 2.3.3.1.18. Provide blank pre-opening inspection form.

3. Clark County Program Contacts

Communicable Disease Prevention & Control Services	
General CD Investigations and Operation Support, TB Case Management, Illness Complaint Follow-up & Outbreak Investigation, Epidemiology Support, Vaccine Support, Additional Nursing Support	Alyssa Carlson, MPH O: 564.397.8002 C: 360.836.9086 Alyssa.Carlson@clark.wa.gov
COVID-19 Facility Investigations	Dana Nguyen BSN, RN, CIC 564.397.7272 Dana.Nguyen@clark.wa.gov
STI Investigations	Rachel Vinson BSN, RN 360.949.6146 Rachel.Vinson@clark.wa.gov
Healthy Communities	
Health Assessment and Evaluation	Andrea Pruett, MPH 564.397.8112 Andrea.Pruett@clark.wa.gov
Environmental Public Health	
Food Establishment Inspection, Foodborne Illness Investigation, Food Establishment Plan Review	Brigette Holland, Food Safety Manager 564.397.8411 Brigette.Holland@clark.wa.gov


**EXHIBIT B
BUDGET SUMMARY**

FPHS SUPPORT SERVICES	AMOUNT
Salaries, Benefits, Services, Training, Supplies, Travel/Mileage, Indirect Expense (28.4%)	\$166,015

ENVIRONMENTAL PUBLIC HEALTH SERVICE DESCRIPTION	MONTHLY AMOUNT	TOTAL AMOUNT 6/1/23-10/31/23
Training for food establishment inspection, foodborne illness investigation, food establishment plan review.	\$1,734	\$8,670

TOTAL CONTRACT AMOUNT:	\$174,685
-------------------------------	------------------

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	Community Health Department	Signature 
<u>AGENDA DATE</u>	BOCC 5/31/2023	
<u>SUBJECT</u>	WGAP Homeless Housing Contract	
<u>ACTION REQUESTED</u>	Signature	

SUMMARY/BACKGROUND

Renews the Homeless Housing contract for the Permanent Supportive/Transitional Housing Program and Emergency Shelter Program and adds language and funding for support of the Seasonal Shelter operation.

FISCAL IMPACT

Up to \$111,009.81 in 2023.

RECOMMENDATION

Approve

LIST ATTACHMENTS

- Face Sheet
- Contract
- Attachment A - Scope of Work

COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS

1. Contract Number _____

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

3. Contractor Information: Contractor: **Washington Gorge Action Program**
Contact Person: Leslie Naramore
Title: Executive Director
Address: PO Box 805
Address: Bingen, WA 98605
Phone: (509) 493-2662

4. Brief description of purpose of the contract and County's contracted duties:
Renews the Homeless Housing contract for the Permanent Supportive/Transitional Housing Program and Emergency Shelter Program and adds language and funding for support of the Seasonal Shelter operation.

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

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

- Exempt (Purchase is \$2,500 or less upon order of the Board of Commissioners)
- Informal Bid Process (Formal Quotes between \$2,500 and \$25,000)
- Formal Sealed Bid Process (Purchase is over \$25,000)
- This contract was awarded under RCW 39.29 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.
Advertised to the public for these services. No other qualified applicant was found

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)

Original Contract Amount:	\$111,009.81	Source: <u>2023 Budget</u>
Amendment #1:	\$	Source: Recording Fees
Total County Funds Committed:	\$111,009.81	
TOTAL FUNDS COMMITTED:	\$111,009.81	

7. County Contact Person: Name: Allen Esaacson
Title: Data and Finance Manager

8. Department Approval: 
Department Head or Elected Official Signature

Special Comments:

**SKAMANIA COUNTY - PROFESSIONAL SERVICE CONTRACT
BETWEEN SKAMANIA COUNTY
AND WASHINGTON GORGE ACTION PROGRAMS**

THIS CONTRACT, by and between **SKAMANIA COUNTY**, a municipal corporation, hereinafter referred to as the "**COUNTY**", and **WASHINGTON GORGE ACTION PROGRAMS**, 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 Board of Commissioners; provided that changes that require a change in the amount of the contract price, shall require the approval of the Skamania County Board of Commissioners.

2. **INDEPENDENT CONTRACTOR STATUS.**

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

- B. The **CONTRACTOR** represents that it 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, attached hereto, and by this reference incorporated herein.
- B. Amendments, modifications, or change orders to this contract must be in writing and signed by the parties designated in this contract to be the contracting officers; provided that, change orders affecting the total contract price must be signed by the Board of Commissioners for the **COUNTY**.

4. **TERMS OF CONTRACT**

The contract shall begin on January 1, 2023 and terminate on December 31, 2023; PROVIDED that, in the event this contract is a personal services contract, not exempt under Chapter 39.29 of the Revised Code of Washington, this contract shall not be effective until the requirements of said statute have been met. The County may terminate this contract earlier upon fourteen (14) 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 \$111,009.81 including Washington sales tax. \$100,000 in funding for the "Supportive Housing Program and Shelter Program", \$11,009.81 is for operation of the 2022-2023 warming shelter, and shall be paid as outlined below. These amounts may not be intermingled.
- B. Payment on the account of the contracted services shall be made not more than monthly, based on submission by the **CONTRACTOR** to the **COUNTY'S** contracting officer of reports and invoices describing the services performed in sufficient detail to enable the **COUNTY'S** contracting officer to adequately determine

the services for which payment is sought. Payment is due within thirty (30) days of submission of accepted detailed invoice.

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

7. **INSURANCE**

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

8. **INDEMNIFICATION**

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

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

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

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

9. **GOVERNING LAW.**

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

10. **ASSIGNABILITY.**

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

11. **EQUAL EMPLOYMENT OPPORTUNITY.**

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

12. **NONCOMPLIANCE WITH NONDISCRIMINATION PLAN**

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

13. **DISPUTES**

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

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

14. **WAGE AND HOUR COMPLIANCE.**

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

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

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

completed services any balances due the Contractor, and said amounts shall be used to totally or partially offset the COUNTY'S damages as a result of the CONTRACTOR'S breach to the extent they are adequate.

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

16. **OWNERSHIP OF WORK PRODUCTS.**

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

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

DATED this ____ day of _____ 20__.

**SKAMANIA COUNTY
BOARD OF COMMISSIONERS**

**WASHINGTON GORGE
ACTION PROGRAMS**

Chairman

Leslie Naramore, Director

Commissioner

Date

Commissioner

APPROVED AS TO FORM ONLY:

ATTEST:

Prosecuting Attorney

Clerk of the Board

**ATTACHMENT A
STATEMENT OF WORK**

WASHINGTON GORGE ACTION PROGRAMS (WGAP)

WGAP will act as the Skamania County Homeless Housing contractor.

WGAP will be responsible for:

Provide 5 units including utilities of scattered site leasing for Transitional Housing and/or Permanent Supportive Housing:

- The Transitional Housing Program/Permanent Supporting Housing Program will target homeless individuals and families. The program will provide residential stability while the enrolled households work toward self sufficiency.
- Enrollees will establish long term and monthly goals, learn and use a budget, attend enrollee meetings and workshops, and meet weekly with the case manager for guidance and support.
- Proof of completion of the above expectations shall be provided yearly during WGAP's annual review and as requested by the Homeless Housing Council's request.

Provide 5 rooms in a common facility for Emergency Shelter:

- The Shelter Program will be available to any individual or family who was homeless with inadequate resources to obtain either short or long-term housing.
- The program will provide a temporary residence while the individual or family sought additional resources and/or housing.
- WGAP Case Management services will provide information on resources, housing search assistance, access to a phone/messages and, as appropriate, rental assistance for first month rent and/or security deposit.
- Contractor agrees that county maintenance may be performed with WGAP notification and WGAP employee will accompany county staff. County employee will sign contractor's client confidentiality policy at time of entry.

Provide staffing and management of a seasonal warming/cooling/air quality shelter:

- The current contract contains funding for warming shelter operations during winter 2023 (January 1 thru March 15, 2023).
- WAGAP shall request additional funding for the remainder of 2023, at which time this contract will be amended.

Contractor agrees that county maintenance may be performed with WGAP notification and WGAP employee will accompany county staff. County employee will sign contractor's client confidentiality policy at time of entry.

WGAP agrees to update the 5 year Homeless Housing Plan with direction and agreement from the Homeless Housing Council.

On a quarterly basis, WGAP will submit statistical information on program progress to Skamania County Community Health and Homeless Housing Council.

WGAP agrees to an annual fiscal review by the county and will provide all requested information necessary to complete said review.

Invoices for services shall be submitted by the 20th of the month following the month when services were provided.

WGAP will provide COUNTY with copy of insurance as agreed upon in contract.

WGAP will provide a one year budget showing the cost per unit; case manager salary and related supplies/expenses within 30 days of execution of this agreement.

WGAP agrees to staff the housing office so that services are available to the community during business hours.

**SKAMANIA COUNTY
BOARD OF COMMISSIONERS**

**WASHINGTON GORGE
ACTION PROGRAMS**

Chairman

Leslie Naramore, Director

Commissioner

Date

Commissioner

**SKAMANIA COUNTY - PROFESSIONAL SERVICE CONTRACT
BETWEEN SKAMANIA COUNTY
AND WASHINGTON GORGE ACTION PROGRAMS**

THIS CONTRACT, by and between **SKAMANIA COUNTY**, a municipal corporation, hereinafter referred to as the "**COUNTY**", and **WASHINGTON GORGE ACTION PROGRAMS**, 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 Board of Commissioners; provided that changes that require a change in the amount of the contract price, shall require the approval of the Skamania County Board of Commissioners.

2. INDEPENDENT CONTRACTOR STATUS.

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

B. The **CONTRACTOR** represents that it 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, attached hereto, and by this reference incorporated herein.

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

4. **TERMS OF CONTRACT**

The contract shall begin on January 1, 2023 and terminate on December 31, 2023; PROVIDED that, in the event this contract is a personal services contract, not exempt under Chapter 39.29 of the Revised Code of Washington, this contract shall not be effective until the requirements of said statute have been met. The County may terminate this contract earlier upon fourteen (14) 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 \$111,009.81 including Washington sales tax. \$100,000 in funding for the "Supportive Housing Program and Shelter Program", \$11,009.81 is for operation of the 2022-2023 warming shelter, and shall be paid as outlined below. These amounts may not be intermingled.

B. Payment on the account of the contracted services shall be made not more than monthly, based on submission by the **CONTRACTOR** to the **COUNTY'S** contracting officer of reports and invoices describing the services performed in sufficient detail to enable the **COUNTY'S** contracting officer to adequately determine

the services for which payment is sought. Payment is due within thirty (30) days of submission of accepted detailed invoice.

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

7. **INSURANCE**

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

8. **INDEMNIFICATION**

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

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

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

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

9. **GOVERNING LAW.**

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

10. **ASSIGNABILITY.**

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

11. **EQUAL EMPLOYMENT OPPORTUNITY.**

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

12. **NONCOMPLIANCE WITH NONDISCRIMINATION PLAN**

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

13. **DISPUTES**

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

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

14. **WAGE AND HOUR COMPLIANCE.**

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

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

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

completed services any balances due the Contractor, and said amounts shall be used to totally or partially offset the COUNTY'S damages as a result of the CONTRACTOR'S breach to the extent they are adequate.

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

16. OWNERSHIP OF WORK PRODUCTS.

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

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

DATED this _____ day of _____ 20____.

**SKAMANIA COUNTY
BOARD OF COMMISSIONERS**

**WASHINGTON GORGE
ACTION PROGRAMS**

Chairman

Leslie Naramore, Director

Commissioner

Date

Commissioner

APPROVED AS TO FORM ONLY:

ATTEST:

Prosecuting Attorney

Clerk of the Board

**ATTACHMENT A
STATEMENT OF WORK**

WASHINGTON GORGE ACTION PROGRAMS (WGAP)

WGAP will act as the Skamania County Homeless Housing contractor.

WGAP will be responsible for:

Provide 5 units including utilities of scattered site leasing for Transitional Housing and/or Permanent Supportive Housing:

- The Transitional Housing Program/Permanent Supporting Housing Program will target homeless individuals and families. The program will provide residential stability while the enrolled households work toward self sufficiency.
- Enrollees will establish long term and monthly goals, learn and use a budget, attend enrollee meetings and workshops, and meet weekly with the case manager for guidance and support.
- Proof of completion of the above expectations shall be provided yearly during WGAP's annual review and as requested by the Homeless Housing Council's request.

Provide 5 rooms in a common facility for Emergency Shelter:

- The Shelter Program will be available to any individual or family who was homeless with inadequate resources to obtain either short or long-term housing.
- The program will provide a temporary residence while the individual or family sought additional resources and/or housing.
- WGAP Case Management services will provide information on resources, housing search assistance, access to a phone/messages and, as appropriate, rental assistance for first month rent and/or security deposit.
- Contractor agrees that county maintenance may be performed with WGAP notification and WGAP employee will accompany county staff. County employee will sign contractor's client confidentiality policy at time of entry.

Provide staffing and management of a seasonal warming/cooling/air quality shelter:

- The current contract contains funding for warming shelter operations during winter 2023 (January 1 thru March 15, 2023).
- WAGAP shall request additional funding for the remainder of 2023, at which time this contract will be amended.

Contractor agrees that county maintenance may be performed with WGAP notification and WGAP employee will accompany county staff. County employee will sign contractor's client confidentiality policy at time of entry.

WGAP agrees to update the 5 year Homeless Housing Plan with direction and agreement from the Homeless Housing Council.

On a quarterly basis, WGAP will submit statistical information on program progress to Skamania County Community Health and Homeless Housing Council.

WGAP agrees to an annual fiscal review by the county and will provide all requested information necessary to complete said review.

Invoices for services shall be submitted by the 20th of the month following the month when services were provided.

WGAP will provide COUNTY with copy of insurance as agreed upon in contract.

WGAP will provide a one year budget showing the cost per unit; case manager salary and related supplies/expenses within 30 days of execution of this agreement.

WGAP agrees to staff the housing office so that services are available to the community during business hours.

**SKAMANIA COUNTY
BOARD OF COMMISSIONERS**

**WASHINGTON GORGE
ACTION PROGRAMS**

Chairman

Leslie Naramore, Director

Commissioner

Date

Commissioner

COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS

1. Contract Number _____

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

3. Contractor Information: Contractor: WSDOT
Contact Person: PTD Agreements
Title:
Address: PO Box 47387
Address: Olympia, WA 98504
Phone: 360-905-2152

4. Brief description of purpose of the contract and County's contracted duties:
Amendment to increase funding for the Dial-A-Ride grant (PTD0370)

5. Term of Contract: From: 7/1/2021 To: 6/30/2025

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

- Exempt (Purchase is \$2,500 or less upon order of the Board of Commissioners)
- Informal Bid Process (Formal Quotes between \$2,500 and \$25,000)
- Formal Sealed Bid Process (Purchase is over \$25,000)
- Other Exempt (explain and provide RCW) MRSC-not required under \$10,000

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

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

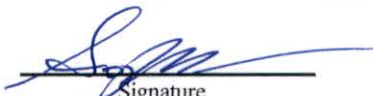
7. Amount Budgeted in Current Year: \$
Amount Not Budgeted in Current Year \$ Source:
Total Non-County Funds Committed: \$ 24,076.42 Source: WSDOT
Total County Funds Committed: \$
TOTAL FUNDS COMMITTED: \$ 24,076.42

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

9. Department Approval: 
Department Head or Elected Official Signature

10. Special Comments: _____

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	Seniors Services	 Signature
<u>AGENDA DATE</u>	May 31, 2023	
<u>SUBJECT</u>	WSDOT Consolidated Grant (Dial A Ride) Amendment	
<u>ACTION REQUESTED</u>	Sign Amendment	

SUMMARY/BACKGROUND

This amendment increases revenue to the Dial-A-Ride grant (PTD0370) that provides transportation services to seniors and the general public within Skamania County.

FISCAL IMPACT

\$24,076.42

RECOMMENDATION

Sign Amendment

ATTACHMENTS

2021-2025 Amendment
Board Signature Page



WSDOT Contact: Bill Baumann
WSDOT E-mail: Bill.Baumann@wsdot.wa.gov
WSDOT Phone: 360-701-6788

Amendment

Consolidated Grant Program Operating Grant Agreement			
Amendment Number	PTD0370-01	Contractor:	Skamania County dba Skamania County Senior Services
Term of Agreement	July 1, 2021 through June 30, 2025		
Vendor #	916001363		
UEI	17330861		P.O. Box 369 Stevenson, WA 98648-4418
ALN # / ALN Name	N/A		
Indirect Cost Rate	N/A		
R & D	No		
Service Area	Clark, Klickitat and Skamania Counties	Contact:	Sophie Miller
		Email:	miller@co.skamania.wa.us

This is the first AMENDMENT to AGREEMENT PTD0370 entered into between the Washington State Department of Transportation (hereinafter referred to as "WSDOT"), and Skamania County (hereinafter referred to as "CONTRACTOR"), and/or individually referred to as the "PARTY" and collectively referred to as the "PARTIES,"

RECITALS

WHEREAS, the State of Washington in its Substitute Senate Bill 5975 Sessions Laws of 2022, Section 211 authorizes funding for Public Transportation Programs and other special proviso funding as identified in the Move Ahead Washington budget through its 2021-2023 biennial appropriations to WSDOT; and

WHEREAS, both PARTIES agree to amend AGREEMENT PTD0370 to:

Increase funding as a result of increased operating expenses as follows:

- Increase funding by \$14,000 in State Rural Mobility Non-Profit funds transferred from PTD0369.
- Increase funding by \$13,150 funded out of the State Rural Mobility funds.
- Increase Contractor's Funds by \$24,076.42
- This will result in an increased Total Project Cost to \$633,446
- Scope of Work remains unchanged and the CONTRACTOR is committed to completing the approved scope of work.

NOW THEREFORE, the following AMENDMENTS are hereby incorporated into AGREEMENT PTD0370:

AGREEMENT

- 1. RECITALS are hereby incorporated into this AGREEMENT.
- 2. Amend the funding table under 'Funding by Project' as follows:

Funding by Project

Project Title: Dial-A-Ride Service

UPIN # PTD0370

Scope of Work: Sustain demand-response dial-a-ride service for seniors, special needs, and general public in Skamania County.

Funds	Federal Award Identification #	Current Percentage	Current Funds	Projected Funds	Total Current and Projected Funds
Rural Mobility	N/A	53%	\$ 335,727		\$ 335,727
Contractor's Funds	N/A	47%	\$ 297,719	\$ 293,376	\$ 591,095
Projected Grant Funds	N/A			\$ 317,824	\$ 317,824
Total Project Cost		100%	\$ 633,446	\$ 611,200	\$ 1,244,646

Budget: *Projected Funds are subject to appropriation by the WA State Legislature, once appropriated, funds will be added to this AGREEMENT by written amendment.*

3. A copy of this AMENDMENT to AGREEMENT PTD0370 shall be attached to and made a part of the original AGREEMENT. Any references to the "AGREEMENT" shall mean "AGREEMENT as amended."

4. All other terms and conditions of the original AGREEMENT not hereby amended shall remain in full force and effect. This document may be simultaneously executed in several counterparts, each of which shall be deemed original having identical legal effect.

IN WITNESS WHEREOF, the PARTIES hereto have executed this AMENDMENT the day and

**WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION**

CONTRACTOR

Capital Projects & Funding Manager
Public Transportation Division

Authorized Representative

Title

Date

Date

Dated this _____ day of _____ 2023.

ATTEST:

**BOARD OF COMMISSIONERS
SKAMANIA COUNTY, WASHINGTON**

T.W. Lannen, Chairman

Richard Mahar, Commissioner

Lisa Sackos, Clerk of the Board

Asa Leckie, Commissioner

Approved as to form only:

Adam Kick,
Skamania County Prosecuting Attorney

Aye _____
Nay _____
Abstain _____
Absent _____

COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS

1. Contract Number _____

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

3. Contractor Information: Contractor: WSDOT
Contact Person: *PTD Agreements*
Title:
Address: PO Box 47387
Address: Olympia, WA 98504
Phone: 360-905-2152

4. Brief description of purpose of the contract and County's contracted duties:
Transfer \$14,000 from Route Deviated (PTD0369) to Dial-A-Ride grant (PTD0370)

5. Term of Contract: From: 7/1/2021 To: 6/30/2025

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

- Exempt (Purchase is \$2,500 or less upon order of the Board of Commissioners)
- Informal Bid Process (Formal Quotes between \$2,500 and \$25,000)
- Formal Sealed Bid Process (Purchase is over \$25,000)
- Other Exempt (explain and provide RCW) MRSC-not required under \$10,000

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

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


7. Amount Budgeted in Current Year: \$
Amount Not Budgeted in Current Year: \$ Source:
Total Non-County Funds Committed: \$ 14,000 Source: WSDOT
Total County Funds Committed: \$
TOTAL FUNDS COMMITTED: \$ 14,000

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

9. Department Approval: 
Department Head or Elected Official Signature

10. Special Comments: _____

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	Seniors Services	 Signature
<u>AGENDA DATE</u>	May 31, 2023	
<u>SUBJECT</u>	WSDOT Consolidated Grant Amendment 1	
<u>ACTION REQUESTED</u>	Sign Amendment	

SUMMARY/BACKGROUND

This Amendment works to transfer \$14,000 from the current Route Deviated Transit grant to the Dial-A-Ride grant; due to various expenditure increases for the Dial-A-Ride program.

FISCAL IMPACT

Transfer of funds from one grant to another \$14,000

RECOMMENDATION

Sign Amendment

ATTACHMENTS

2021-2025 Amendment
Board Signature Page

WSDOT Contact: Bill Baumann
WSDOT E-mail: Bill.Baumann@wsdot.wa.gov
WSDOT Phone: 360-701-6788

Amendment

Consolidated Grant Program Operating Grant Agreement			
Amendment Number	PTD0369-01	Contractor:	Skamania County dba Skamania County Senior Services
Term of Agreement	July 1, 2021 through June 30, 2025		
Vendor #	916001363		PO Box 369
UEI	17330861		Stevenson, WA 98648-4418
ALN # / ALN Name	N/A		
Indirect Cost Rate	None		
R & D	No		
Service Area	Clark and Skamania Counties	Contact:	Sophie Miller
		Email:	miller@co.skamania.wa.us

This is the first AMENDMENT to AGREEMENT PTD0369 entered into between the Washington State Department of Transportation (hereinafter referred to as "WSDOT"), and Skamania County (hereinafter referred to as "CONTRACTOR"), and/or individually referred to as the "PARTY" and collectively referred to as the "PARTIES,"

RECITALS

WHEREAS, the State of Washington in its Substitute Senate Bill 5975 Sessions Laws of 2022, Section 211 authorizes funding for Public Transportation Programs and other special proviso funding as identified in the Move Ahead Washington budget through its 2021-2023 biennial appropriations to WSDOT; and

WHEREAS, both PARTIES agree to amend AGREEMENT PTD0369 to:

- Reduce total project cost by \$18,918.20 as a result of reduced operating expenses. Funding will be reduced as follows:
- Transfer \$14,000 in State Rural Mobility awarded funds to PTD0370 to cover that project's budget shortfall.
- Reduce Contractor's Funds by \$4,918.20 in correlation to the fund transfer.
- Scope of Work remains unchanged and the CONTRACTOR is committed to completing the approved scope of work.

NOW THEREFORE, the following AMENDMENTS are hereby incorporated into AGREEMENT PTD0369:

AGREEMENT

1. RECITALS are hereby incorporated into this AGREEMENT.
2. Amend the funding table under 'Funding by Project' as follows:

Funding by Project

Project Title: Route Deviated Transit Service
UPIN # PTD0369

Scope of Work: Sustain the route-deviated transit service for seniors, special needs population and the general public between Skamania County and C-Tran in Vancouver, WA.

Funds	Federal Award Identification #	Current Percentage	Current Funds	Projected Funds	Total Current and Projected Funds
Rural Mobility (MMA)	N/A	74%	\$ 194,100		\$ 194,100
Contractor's Funds	N/A	26%	\$ 68,182	\$ 76,544	\$ 144,726
Projected Grant Funds	N/A			\$ 217,856	\$ 217,856
Total Project Cost		100%	\$ 262,282	\$ 294,400	\$ 556,682

***Budget:** Projected Funds are subject to appropriation by the WA State Legislature, once appropriated, funds will be added to this AGREEMENT by written amendment.*

3. A copy of this AMENDMENT to AGREEMENT PTD0369 shall be attached to and made a part of the original AGREEMENT. Any references to the "AGREEMENT" shall mean "AGREEMENT as amended."
4. All other terms and conditions of the original AGREEMENT not hereby amended shall remain in full force and effect. This document may be simultaneously executed in several counterparts, each of which shall be deemed original having identical legal effect.

IN WITNESS WHEREOF, the PARTIES hereto have executed this AMENDMENT the day and year

**WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION**

CONTRACTOR

Capital Projects & Funding Manager
Public Transportation Division

Authorized Representative

Title

Date

Date

Dated this _____ day of _____ 2023.

ATTEST:

**BOARD OF COMMISSIONERS
SKAMANIA COUNTY, WASHINGTON**

T.W. Lannen, Chairman

Richard Mahar, Commissioner

Lisa Sackos, Clerk of the Board

Asa Leckie, Commissioner

Approved as to form only:

Adam Kick,
Skamania County Prosecuting Attorney

Aye _____
Nay _____
Abstain _____
Absent _____

RESOLUTION 2023-24
To Award a Contract for the Official County Newspaper
(Skamania County Pioneer)

WHEREAS, bids for designation of contract of the Official County Newspaper were called for and advertised in accordance with RCW 36.72.075; and

WHEREAS, sealed bids were opened on May 23rd, 2023, at noon in the Skamania County Commissioners office, 240 NW Vancouver Ave., Room 15, Stevenson, Washington; and

WHEREAS, one bid was received, from the Skamania County Pioneer; and

WHEREAS, RCW 36.72.075 mandates that if the County has two or more qualified newspapers, “The county legislative authority shall let the contract to the best and lowest responsible bidder, giving consideration to the question of circulation in awarding the contract, with a view to giving publication of notices the widest publicity”; and

NOW, THEREFORE, BE IT RESOLVED that the Skamania County Board of Commissioners hereby awards the contract for designation of Official County Newspaper to the Skamania County Pioneer for the term July 1st, 2023, through June 30th, 2024 for the following bid quote:

Legal Advertising – Based on a per column inch format: \$7.40 per column inch.

PASSED IN REGULAR SESSION this 31st day of May, 2023.

SKAMANIA COUNTY, WASHINGTON

T.W. Lannen, Chairman

ATTEST:

Richard Mahar, Commissioner

Lisa Sackos, Clerk of the Board

Asa Leckie, Commissioner

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY:</u>	Commissioners' Office	
	Department	Signature
<u>AGENDA DATE:</u>	May 31 st , 2023	
<u>SUBJECT:</u>	Official County Newspaper	
<u>ACTION REQUESTED:</u>	Approve Contract	

SUMMARY/BACKGROUND

The Board published a call for bids notice for the official county newspaper on April 12th, 2023 and on April 19th, 2023. One bid was received and opened by the Chair and the Clerk of the Board on May 23rd, 2023 at noon. The Board of Commissioners discussed the bid in an open public meeting on May 23rd, 2023 at 3:00 p.m. and, through motion action, accepted the bid from the Skamania County Pioneer.

FISCAL IMPACT

\$7.40 per column inch for publishing of legal notices.

RECOMMENDATION

Approve and sign the contract with the Skamania County Pioneer for publishing services. The Contract period is July 1st, 2023 through June 30th, 2024.

LIST ATTACHMENTS

Contract Face sheet
Bid Proposal Form
Contract with Skamania County Pioneer
Notification to Departments and Pioneer
Letter to Bidder

BID PROPOSAL FORM
FOR OFFICIAL COUNTY NEWSPAPER

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

BIDDER INFORMATION

Name of legal newspaper: The Skamania County Pioneer
Address of legal newspaper: PO Box 219 / 74 SW Russell St, Stevenson, WA 98648
Newspaper Publisher: DeVaul Publishing Inc. - Frank DeVaul
Address of Publisher: PO Box 669 / 429 N. Market Blvd, Chehalis, WA 98532
Contact Person: Frank DeVaul Renae Justice
Telephone: 360-748-6848 360-748-6848
Email address: fdevaul@devaulpublishing.com / scpioneerlegals@gorge.net

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: 856
- Circulation numbers by zip code (within County): 1,486
- Circulation number by zip code (outside of County): 394
- Publication of obituaries in newspaper of record (used by Auditor's office)

{ 98610 - 262
 98639 - 127
 98648 - 1,097

Rate for PRIVATE advertisers (PER COLUMN INCH): \$ 8.40

BID - Rate to SKAMANIA COUNTY (PER COLUMN INCH); \$ 7.40

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.

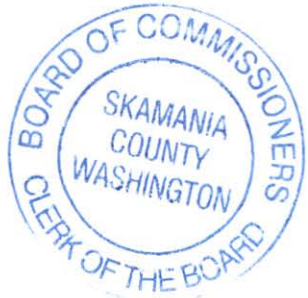
Date: 3-8-2023

By: [Signature]

Title: President

Accepted and awarded to the above successful bidder this 23rd day of May, 2023.

ATTEST:



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

[Signature]
 Lisa Sackos, Clerk of the Board

[Signature]
 T.W. Lannen, Chair

[Signature]
 Richard Mahar, Commissioner

[Signature]
 Asa Leckie, Commissioner

Publication Dates: April 12th and April 19th, 2023
 Submit Bid Proposal: 5:00 p.m., May 17th, 2023
 Bid Proposal Opening: Noon, May 23rd, 2023

Approved as to Form:
N/A
 Adam Kick, Prosecuting Attorney

SKAMANIA COUNTY
Contract for Official County Newspaper
July 1st, 2023 – June 30th, 2024

THIS AGREEMENT is made by and between SKAMANIA COUNTY (“County”) and the Skamania County Pioneer.

WHEREAS: Pursuant to RCW 36.72.075, The County advertised for bid proposals from interested, qualified legal newspapers to serve as the official county newspaper for the term of one year; and

WHEREAS: The Skamania County Pioneer is a legal newspaper published in Skamania County, Washington and submitted a bid proposal; and

WHEREAS: The Skamania County Pioneer was the lowest responsible bidder, has the widest circulation for notices and largest number of subscribers, and while considering the question of circulation in awarding the contract, with a view to giving publication of notices the widest publicity; and

WHEREAS: The Skamania County Pioneer was awarded the contract for Official County Newspaper by Resolution 2023-24; and

NOW THEREFORE, in consideration of the terms and conditions set forth below, the parties **AGREE AS FOLLOWS:**

- 1. PURPOSE AND SERVICES TO BE PROVIDED.** The purpose of this Agreement is for the Skamania County Pioneer to serve as the official county newspaper of Skamania County for the term of one year, beginning on July 1st, 2023 and ending on June 30th, 2024.
 - a. The County enters into this Agreement pursuant to the authority of RCW 36.01.010 and 36.72.075.
 - b. County officers shall cause all legal notices, delinquent tax lists and other publications, which the County shall furnish, to be advertised in the Skamania County Pioneer.
 - c. The County shall pay the Skamania County Pioneer \$7.40 per column inch for all legal notice printing.
 - d. The County shall pay the Skamania County Pioneer for display advertising on a case- by-case basis.
 - e. In consideration of the County awarding this contract to the Skamania County Pioneer to serve as the official county newspaper, the Skamania County Pioneer will do the following:
 - i. The Skamania County Pioneer shall promptly publish the notices furnished by the County in accord with the County’s instructions.
 - ii. Without further cost, the Skamania County Pioneer shall furnish the required number of Affidavits of Publication to all County officers who submit legal

notices, delinquent tax lists and other items for publication. The Affidavits shall be furnished to the County officer no later than one week after the last day of publication.

- iii. Three free copies of each issue of publication while contract is in force, furnished one each to the County Commissioners Office, Auditor's Office, and Human Resources Office each week.
- iv. Accept notices via email in Microsoft Word format.
- v. Publish obituaries and notices of death in the newspaper of record (Information used by the Auditor for election purposes).

2. RECORDS. The Skamania County Pioneer shall keep adequate records to reflect its publication services rendered to the County, and such records shall be open to the County's inspection and audit. Documents provided to the County will become County property and thus public information. To the extent required by law, such documents may be subject to public disclosure requirements.

3. COMPLIANCE WITH LAWS. The Skamania County Pioneer shall comply will all federal, state, and local laws, rules, regulations, and ordinances applicable to the performance of this Agreement, including but not limited to those governing legal publications found at chapters 36.72 and 65.16 RCW.

4. BOND REQUIRED. The Skamania County Pioneer shall furnish a Performance Bond in the sum of One Thousand Dollars (\$1,000.00) for the faithful performance of this contract within ten (10) days after the date of approval of this contract by the Board of County Commissioners.

5. RELATIONSHIP OF THE PARTIES.

- a. The parties are independent entities organized under the laws of the State of Washington operating pursuant to the terms and conditions of this Agreement.
- b. No agent, employee, servant, or representative of either party shall be deemed to be an agent, employee, servant, or representative of the other party for any purpose, including responsibility for any federal or state tax, industrial insurance or Social Security liability, and employees of the Skamania County Pioneer are not entitled to any benefits the County provides to County employees.

6. IMDEMNIFICATION AND HOLD HARMLESS.

- a. The Skamania County Pioneer will be solely responsible for its negligent or wrongful acts or failure to act on the part of its agents, employees, servants, volunteers, or representatives during the performance of this Agreement. No liability shall attach to the County by reason of entering into this Agreement except as expressly provided herein.

- b. The Skamania County Pioneer shall indemnify, defend and hold harmless Skamania County, its officers, officials, employees and volunteers from any and all claims, injuries, damages, losses or suits including attorney fees and costs, including but not limited to any obligations to pay or withhold federal or state taxes or contributions on behalf of the Skamania County Pioneer or the employees of the Skamania County Pioneer, arising out of or resulting from the activities undertaken by the Skamania County Pioneer in meeting its obligations under this Agreement.

7. GOVERNING LAW AND VENUE.

- a. This Agreement shall be governed by the laws of the State of Washington, and venue shall be in Skamania County, Washington
- b. If any legal action or other proceeding is brought for enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, each party shall pay its own attorney fees and costs incurred in that action, arbitration or proceeding.

8. SEVERABILITY. Any provisions of this Agreement which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability, without affecting the validity or enforcement of the remaining provisions.

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

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

DATED: _____, 2023.

**SKAMANIA COUNTY
BOARD OF COMMISSIONERS**

SKAMANIA COUNTY PIONEER

T.W. Lannen, Chairman

Frank DeVaul, Publisher

Richard Mahar, Commissioner

Date

Asa Leckie, Commissioner

APPROVED AS TO FORM ONLY:

ATTEST:

Adam Kick, Prosecuting Attorney

Lisa Sackos, Clerk of the Board

PERFORMANCE BOND FORM

Know all men by these presents, that DeVaul Publishing, Inc. Skamania Co. Pioneer Of Chehalis, WA, as Principal, and, _____ as Surety, are jointly and severally held and bound unto the County of Skamania, State of Washington, in the penal sum of One Thousand Dollars (\$1,000.00) for the payment of which we jointly and severely bind ourselves, our heirs, executors, administrators, and assigns, and successors and assigns, firmly by these presents.

WHEREAS, Principal has entered into a contract with Obligee dated May 31st, 2023 for Official County Newspaper of Skamania County, Resolution 2023-24: The Skamania County Pioneer will faithfully perform the terms of the awarded contract for the term of July 1st, 2023 through June 30th, 2024.

According to said contract, which contract as so executed, is hereunto attached, is now referred to and by reference is incorporated herein and made a part hereof as fully for all purposes as if here set forth at length.

NOW, THEREFORE, if the Principal herein shall faithfully perform such contract or shall indemnify and save harmless the Obligee from all cost and damage by reason of Principal's failure so to do, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

WITNESS our hands this 31st day of May, 2023.

DeVaul Publishing, Inc., Skamania County Pioneer

Principal

Attorney-in-fact, Surety

Address of local office and agent of Surety Company

SEAL

Approved:

T.W. Lannen, Chair

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

Date: May 31st, 2023

ATTEST:

Surety Bond Number
Contract Number

Clerk of the Board

DATE: May 31st, 2023
TO: All Departments
FROM: Lisa Sackos, Clerk of the Board
SUBJECT: Official County Newspaper

The Board of Commissioners called for bids for an official county newspaper as more than one newspaper is now published within Skamania County. The County has used the Skamania County Pioneer as their legal newspaper for nearly 100 years.

This year one bid was received. On May 31st, 2023, the Board of County Commissioners signed Resolution 2023-24 Awarding a Contract for the Official County Newspaper to The Skamania County Pioneer. The Pioneer will continue to do all legal advertising under the new contract with Skamania County beginning July 1st, 2023 and continuing through June 30th, 2024. Please make note of the following information:

The Skamania County Pioneer
P.O. Box 219
74 Russell Street
Stevenson, WA 98684

Phone: (509) 427-8444
Email address: scpioneerlegals@gorge.net

The deadline for submitting legal ads for publication is noon on Friday of each week. Naturally, it is appreciated if you can get them there earlier – ESPECIALLY if your notice is lengthy or contains a lot of technical data (legal descriptions, for example). For holiday deadlines, the Pioneer will send out a notice with deadline changes.

The paper's preferred method of receiving documents for publication is Microsoft Word format by email.

The deadline for classified ads (employment, etc.) is also Friday at noon.

The deadline for display ads (Appointments to Boards and Commissioners, etc.) is Thursday at 4:00 p.m.

Starting the first of July, per contract, courtesy copies of the Skamania County Pioneer will be delivered one each to the Auditor, Commissioners, and Human Resources.

Please contact the Clerk of the Board if you have questions, (509)427-3706.



**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

Bob Hamlin
District 3

May 31st, 2023

The Skamania County Pioneer
P.O. Box 291
74 SW Russell St
Stevenson, WA 98648

DeVaul Publishing
Attn: Frank DeVaul, Publisher/Owner
PO Box 669
429 Market Blvd.
Chehalis, WA 98532

Re: Skamania County Official Newspaper

Dear Mr. DeVaul:

Thank you for your bid to be the Official County Newspaper for Skamania County in the upcoming contract period of July 1st, 2023, through June 30th, 2024. I am pleased to officially notify you that the Board of County Commissioners awarded the bid to the Skamania County Pioneer as bid at the rate of \$7.40 per column inch. A copy of the signed bid proposal is enclosed, as well as the new contract for your signature and Performance Bond Form.

The performance bond in the amount of one thousand (\$1,000.00) dollars is required within ten (10) days of contract approval by the Board of County Commissioners. The contract was signed today, May 31st, 2023.

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

Sincerely,

Lisa Sackos
Clerk of the Board
Enclosures



Public Notice

NOTICE is hereby given that, effective July 1st, 2023, and continuing through June 30th, 2024, the official newspaper for advertising Skamania County's legal notices will be the Skamania County Pioneer, P.O. Box 219, Stevenson, WA 98648.

Lisa Sackos
Clerk of the Board
Skamania County Commissioners
240 NW Vancouver Ave.
Stevenson, WA 98648

Publish: June 7th, 2023
June 14th, 2023

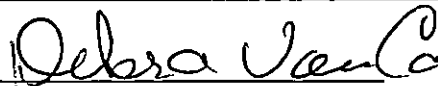
Date: May 31st, 2023
TO: The Skamania County Pioneer
PO Box 250
Stevenson, WA 98648

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

Please publish the following documents on the dates indicated:

1. Document: Public Notice naming Official County Newspaper
Publish as: Legal Notice
Publish on: June 7th, 2023 and June 14th, 2023
Send Bill to: Skamania County Commissioners

COMMISSIONER'S MOTION ACTION AGENDA ITEM

<u>SUBMITTED BY</u>	<u>Debi Van Camp</u>	
	Department	Signature
<u>AGENDA DATE</u>	<u>5/24/2023</u>	
<u>SUBJECT</u>	<u>Request to use funds to purchase Computer for HR Training</u>	
<u>ACTION REQUESTED</u>	<u>Approve changes</u>	

SUMMARY/BACKGROUND

Human Resources had purchased an additional computer in 2022 to be able to have individuals complete their onboard training. This was authorized and we received the computer but one of our systems crashed and we had to use the tower. We are requesting authorization to purchase a replacement computer tower. IT has given us an approximation of \$1,300 dollars. Our LEOFF Board has new members that came on board late in the year and did not attend the 2023 LEOFF Conference. We had \$1,500 allotted for Registration costs for that conference. We are asking permission to use those funds to purchase the computer tower. Hopefully with taxes and all it won't go above the \$1,500. We also have enough funds in the Computer replacement funds but it will deplete it. If you would prefer we could use those funds.

FISCAL IMPACT

No impact as we have funds in the budget to cover just not in the correct line item and did not have authorization in this year's budget to purchase.

RECOMMENDATION

Approve the purchase of the computer tower for HR training. Decide which funds we should use.

LIST ATTACHMENTS

Approved for Agenda or Consent Agenda

T.W. Lannen _____

Richard Mahar _____

Asa Leckie _____

Dated this ___ day of _____, 2023

ATTEST:

**SKAMANIA COUNTY
BOARD OF COMMISSIONERS**

Tom Lannen, Chairman

Richard Mahar, Commissioner

Lisa Sackos, Clerk of the Board

Asa Leckie, Commissioner

Approved as to form only:

N/A
Adam Kick,
Skamania County Prosecuting Attorney

Aye ___
Nay ___
Abstain ___
Absent ___



**SKAMANIA COUNTY BOARD
OF COMMISSIONERS**

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

(509)427-3700

Richard Mahar
District 1

Tom Lannen
District 2

Asa Leckie
District 3

May 31st, 2023

WA State Department of Commerce
Attn: Jessica Simon
PO Box 42525
Olympia, WA 98504

Re: Notification of Opt In – General Fund – State

Dear Jessica:

Please consider this letter as official notification that Skamania County would like to “opt in” to administrating the general funds (\$14,076 each state fiscal year of 2024 and 2025).

Sincerely,

T.W. Lannen
Chair

Richard Mahar
Commissioner

Asa Leckie
Commissioner



Lisa Sackos

From: Simon, Jessica (COM) <jessica.simon@commerce.wa.gov>
Sent: Tuesday, May 16, 2023 3:09 PM
To: danb@co.adams.wa.us; jayw@co.adams.wa.us; terryt@co.adams.wa.us; Guse, Vicki (DOHi); DOR Adams County Leg Authority; cwhitman@co.asotin.wa.us; cseubert@co.asotin.wa.us; bshinn@co.asotin.wa.us; sharman@co.asotin.wa.us; virginia_schmidt@co.columbia.wa.us; Compton, Beth (DOHi); ryan_rundell@co.columbia.wa.us; marty_hall@co.columbia.wa.us; charles_amerein@co.columbia.wa.us; DOR Columbia County Leg Authority; mheath@co.ferry.wa.us; DOR Ferry County Leg Authority; codeputyclerk@co.ferry.wa.us; jdixon@co.garfield.wa.us; jnelson@co.garfield.wa.us; lledgerwood@co.garfield.wa.us; Deal, Donna (DOHi); heisenhour@co.jefferson.wa.us; Dean, K (DOHi); gbrotherton@co.jefferson.wa.us; carolyn@co.jefferson.wa.us; mmccauley@co.jefferson.wa.us; MMark@co.jefferson.wa.us; laura.osiadacz@co.kittitas.wa.us; brett.wachsmith@co.kittitas.wa.us; cory.wright@co.kittitas.wa.us; julie.kjorsvik@co.kittitas.wa.us; DOR Kittitas County Leg Authority; jacoba@klickitatcounty.org; daves@klickitatcounty.org; danc@klickitatcounty.org; DOR Klickitat County Leg Authority; DOR Lincoln County Leg Authority 2; DOR Lincoln County Leg Authority 1; DOR Lincoln County Leg Authority 3; tholden@co.lincoln.wa.us; DOR Okanogan County Leg Authority 3; DOR Okanogan County Leg Authority 2; DOR Okanogan County Leg Authority 1; DOR Okanogan County BOE; rrosencrantz@pendoreille.org; jgentle@pendoreille.org; bsmiley@pendoreille.org; DOR Pend Oreille County BOE; sallyr@sanjuanaco.com.; christinem@sanjuanaco.com; cindyw@sanjuanaco.com; jamies@sanjuanaco.com; Richard Mahar; Asa Leckie; Tom Lannen; Lisa Sackos; Commissioners; Tamara Cissell; Allen Esaacson; gyoung@stevenscountywa.gov; wmccart@stevenscountywa.gov; mburrows@stevenscountywa.gov; countyclerk@stevenscountywa.gov; DOR Stevens County Leg Authority; Tom Handy; DOR Whitman County Leg Authority 1; DOR Whitman County Leg Authority 3; DOR Whitman County BOE
Subject: Local Document Recording Fees Support
Attachments: Local Document Recording Fees Support 24-25.xlsx
Importance: High
Follow Up Flag: Follow up
Flag Status: Flagged

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

Good afternoon,

The 23-25 Operating Budget for Washington State identifies funding for grants to local governments for maintaining programs and investments which are primarily funded through document recording fees:

Page 77: (91) \$9,000,000 of the general fund—state appropriation for fiscal year 2024 and \$9,000,000 of the general fund—state appropriation for fiscal year 2025 are provided solely for the department for grants to local governments for maintaining programs and investments which are primarily funded through document recording fees pursuant to RCW 36.22.178, 36.22.179, and 36.22.1791.

The legislation requires Commerce to distribute the funds to local governments using an equitable formula. However, the funding available only constitutes about 40% of the overall statewide shortfall. The formula we used adjusts for the different percentages of shortfalls experienced in each county and bases the allocations proportionally.

The attached allocations are adjusted for the different percentages of shortfalls in each county and bases the allocations proportionally.

Your county has the opportunity to “opt in” and administer your county funds. **You must notify Commerce by responding to this email no later than 5:00 p.m. Wednesday, May 31.**

If you do not respond by Wednesday, May 31, we will consider this a non-response as an “opt-out” and Commerce will include these funds in the Consolidated Homeless Grant (CHG) with the local nonprofit lead grantee.

If you would like more information, please contact me at jessica.simon@commerce.wa.gov or by phone at 360.972.4143.

Thank you,

Jessica Simon (she/her/hers) | STATE GRANTS TEAM MANAGER

Office of Family and Adult Homelessness | Washington State Department of Commerce
1011 Plum Street SE
PO Box 42525
Olympia, WA 98504

Cell: 360-972-4143

www.commerce.wa.gov | [Facebook](#) | [Twitter](#) | [LinkedIn](#) | [Subscribe](#)

Email communications with state employees are public records and may be subject to disclosure, pursuant to Ch. 42.56 RCW.



Document Recording Fees Support			
<i>July 1, 2023 - June 30, 2025</i>			
	SFY 24	SFY 25	Total
County	\$ 8,100,000	\$ 8,100,000	\$ 16,200,000
Adams	\$ 9,421	\$ 9,421	\$ 18,842
Asotin	\$ 17,447	\$ 17,447	\$ 34,894
Benton	\$ 197,162	\$ 197,162	\$ 394,325
Chelan	\$ 80,663	\$ 80,663	\$ 161,325
Clallam	\$ 81,633	\$ 81,633	\$ 163,267
Clark	\$ 634,790	\$ 634,790	\$ 1,269,579
Columbia	\$ 2,241	\$ 2,241	\$ 4,482
Cowlitz	\$ 128,956	\$ 128,956	\$ 257,911
Douglas	\$ 57,370	\$ 57,370	\$ 114,740
Ferry	\$ 956	\$ 956	\$ 1,912
Franklin	\$ 35,715	\$ 35,715	\$ 71,430
Garfield	\$ 1,035	\$ 1,035	\$ 2,070
Grant	\$ 71,609	\$ 71,609	\$ 143,217
Grays Harbor	\$ 85,410	\$ 85,410	\$ 170,820
Island	\$ 98,715	\$ 98,715	\$ 197,429
Jefferson	\$ 27,986	\$ 27,986	\$ 55,972
King	\$ 2,362,616	\$ 2,362,616	\$ 4,725,231
Kitsap	\$ 311,417	\$ 311,417	\$ 622,834
Kittitas	\$ 64,436	\$ 64,436	\$ 128,873
Klickitat	\$ 23,691	\$ 23,691	\$ 47,381
Lewis	\$ 92,633	\$ 92,633	\$ 185,265
Lincoln	\$ 11,953	\$ 11,953	\$ 23,907
Mason	\$ 86,804	\$ 86,804	\$ 173,608
Okanogan	\$ 24,661	\$ 24,661	\$ 49,322
Pacific	\$ 21,777	\$ 21,777	\$ 43,554
Pend Oreille	\$ 5,970	\$ 5,970	\$ 11,941
Pierce	\$ 1,041,192	\$ 1,041,192	\$ 2,082,384
San Juan	\$ 24,592	\$ 24,592	\$ 49,184
Skagit	\$ 114,281	\$ 114,281	\$ 228,562
Skamania	\$ 14,076	\$ 14,076	\$ 28,153
Snohomish	\$ 978,731	\$ 978,731	\$ 1,957,461
Spokane	\$ 563,486	\$ 563,486	\$ 1,126,971
Stevens	\$ 42,589	\$ 42,589	\$ 85,177
Thurston	\$ 359,179	\$ 359,179	\$ 718,358
Wahkiakum	\$ 5,875	\$ 5,875	\$ 11,751
Walla Walla	\$ 10,541	\$ 10,541	\$ 21,082
Whatcom	\$ 240,600	\$ 240,600	\$ 481,200
Whitman	\$ 19,078	\$ 19,078	\$ 38,156
Yakima	\$ 148,715	\$ 148,715	\$ 297,431