

SKAMANIA COUNTY BOARD OF COMMISSIONERS
240 NW Vancouver Ave.
Stevenson, WA 98648
Agenda for September 19th – 21st, 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 the Wednesday preceding the Tuesday/Wednesday meeting, otherwise they will be held for the following Tuesday/Wednesday. Email comments to: sackos@co.skamania.wa.us When a holiday falls on Monday, the regular meeting is held on Wednesday of that week.

Tuesday, September 19th, 2023

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

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

1. Minutes for meeting September 12th, 2023.
2. Cannabis license application for Top Cut Farms, LLC.
3. Authorize Skamania County Financial Management's request for surplus or release of equipment.
4. Interlocal agreement with the University of Washington to provide access to certain recorded documents.
5. Contract with Ballard Marine Construction for Wind River Boat Dock replacement.
6. Authorize Chair to sign Title VI Annual Reports for 2022-2023.
7. Resolution 2023-34, Washington State Recreation and Conservation Office grant application for local parks maintenance program.
8. Interagency agreement with Washington Administrative Office of the Courts for the support of the CASA/Volunteer Guardian Ad Litem program.
9. Contract renewal with Attorney Christopher R. Lanz to provide legal consultation and representation for the Volunteer Guardian Ad Litem program.

Voucher Approval

Payroll Approval

Request to combine two part-time positions for Senior Services.

Authorize the Public Works Director to hire an additional entry-level Planner and update job descriptions for Community Development positions.

Noxious Weed updates with Program Coordinator Emily Stevenson

Meeting Updates

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.

- 10:00 AM Department Head Reports
- 10:30 AM Columbia Gorge Commission report with Gorge Commissioner Tamara Kaufman
- 11:15 AM Workshop with WSU Extension Director Hannah Brause and Financial Management Group to discuss the WSU Extension budget
- Lunch
- 1:30 PM Forest Service updates with Mt. Adams District Ranger Erin Black
- 2:30 PM Preliminary Budget Analysis Workshops
- 5:30 PM **Public Hearing** to receive public comment and consider approval of Resolution 2023-28, supplemental budget #3 for 2023 budget for various funds

Thursday, September 21st, 2023

- 8:30 AM Preliminary Budget Analysis Workshops
- Adjourn

BOARD OF SKAMANIA COUNTY COMMISSIONERS
Skamania County Courthouse
240 NW Vancouver Ave. Lower Level, Room 18
Stevenson, WA 98648
Minutes for Meeting of September 12th, 2023

The Board met for a staff meeting at 9:00 a.m. in the Commissioners' Meeting Room on Tuesday, September 12th, 2023. Commissioners Asa Leckie, Richard Mahar, and T.W. Lannen, Chair, were present. Reports were presented by Senior Services Program Manager Sophie Miller, Community Events and Recreation Manager Alex Hays, Human Resource Administrator Debi VanCamp and Human Resource Specialist Sara Slack, Probation Officer Chris Wood, Financial Management Administrator Heidi Penner, and Clerk of the Board Lisa Sackos.

The meeting recessed at 9:26 a.m.

The Commissioners' business meeting was called to order at 9:32 a.m. on Tuesday, September 12th, 2023, at the Commissioners' Meeting Room, 240 NW Vancouver Avenue in Stevenson, with Commissioners Asa Leckie, Richard Mahar, and T.W. Lannen, Chair, present.

The Pledge of the Allegiance was led by Sara Slack, Human Resources Specialist.

Public comment was provided by Perry Colburn. Commissioner Lannen, Chair, called a point of order.

Public comment was provided by Staci Patton, west-end resident, regarding the Workshop with Sheriff Scheyer to discuss potential SCSO job description revisions.

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

1. Minutes for meeting August 29th – 30th, 2023.
2. Minutes for meeting September 6th, 2023.
3. Request to list Underwood Conservation District as a resource on the Skamania County Community webpage.
4. Amendment #2 for WSDOT 2023-2025 Regional Mobility grant funds for transit expansion project.
5. Amendment #2 for WSDOT Consolidated Grant to adjust Route Deviated Transit grant funds to current 2023-2025 biennium.
6. Agreement with Confederated Tribes and Bands of the Yakama Nation for noxious weed control at White Salmon In-lieu Navigation & Habitat Restoration site.
7. Authorize Noxious Weed Program Coordinator to surplus and sell AOC vehicles for vehicle replacement.
8. Interlocal Agreement with Skamania County Emergency Services to provide radio maintenance services.
9. Approval of ADA Transition Plan content to be published on the County website.
10. Call for bids for snow plowing service of Forest Service Roads 90 and 25 from November 1st, 2023 through March 31st, 2024.
11. Contract renewal with Educational Service District 112 for child development services within the Developmental Disabilities Program.
12. Amendment #3 to extend HealthConnect Pathways Program FTE Agreement with SWACH to perform services within the Pathways model.

13. Amendment #2 to extend HealthConnect Pathways Program OBP Agreement with SWACH to perform services within the Pathways model.

Commissioner Mahar moved, seconded by Commissioner Leckie and the motion passed unanimously to approve vouchers for the period dated September 12th, 2023, in the total amount of \$216,460.92 with \$27,452.44 being Current Expense, covering warrant numbers 194307 through 194365.

Commissioner Mahar moved, seconded by Commissioner Leckie and the motion passed unanimously to approve the new job position for Community Health Worker and set salary range at 17 effective September 1st, 2023.

Commissioner Leckie moved, seconded by Commissioner Mahar and the motion passed unanimously to approve the new job position for Community Health Case Manager and set salary range at 22 effective September 1st, 2023.

The Board reported on various meetings they attended. Commissioner Leckie announced he will be absent for a portion of today's meeting to attend the Gorge Commission meeting.

Commissioner Leckie left the meeting at 9:42 a.m.

The meeting recessed at 9:53 a.m. and reconvened the same day at 10:00 a.m. with Commissioners Richard Mahar and T.W. Lannen, Chair, present. Commissioner Leckie was absent.

The Board met for Department Head reports.

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

The Board met with County Forester Chris Awwad for updates.

The meeting recessed at 10:27 a.m. and reconvened the same day at 10:31 a.m. with Commissioners Richard Mahar and T.W. Lannen, Chair, present. Commissioner Leckie was absent.

The Board met with Skamania County Chamber of Commerce Executive Director Angie Waiss for updates.

The Chair announced the updates with Economic Development Council Executive Director Kevin Waters was cancelled.

The meeting recessed at 10:44 a.m. and reconvened the same day at 11:15 a.m. with Commissioners Asa Leckie, Richard Mahar, and T.W. Lannen, Chair, present.

The Board met in a workshop with Public Works Director David Waymire and Lions Club President Philip Watness to discuss the Lions Club building and contract.

The meeting recessed at 11:38 a.m. and reconvened the same day at 2:31 a.m. with Commissioners Asa Leckie, Richard Mahar, and T.W. Lannen, Chair, present.

The Board met in a workshop with CFM Advocates Senior Vice President/Public Affairs David Hodges and CFM Public Affairs Manager Katie Archer Jolma to discuss a State Relations Partnership. Skamania County EDC Executive Director Kevin Waters was absent.

The meeting recessed at 3:27 p.m. and reconvened the same day at 3:31 p.m. with Commissioners Asa Leckie, Richard Mahar, and T.W. Lannen, Chair, present.

The Board met in a workshop with Sheriff Summer Scheyer to discuss potential SCSO job description revisions.

The meeting recessed at 4:12 p.m. and reconvened the same day at 5:32 p.m. with Commissioners Asa Leckie, Richard Mahar, and T.W. Lannen, Chair, present.

The Board held a Public Hearing to take public comment and consider an application to change the land classification to Current Use Open Space Farm & Agricultural Conservation.

There was no public comment.

Commissioner Mahar moved, seconded by Commissioner Leckie, and the motion carried unanimously to change the land classification to Current Use Open Space Farm & Agricultural Conservation for two years.

The meeting adjourned at 5:41 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

NOTICE OF CANNABIS LICENSE APPLICATION

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

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

TO: SKAMANIA COUNTY COMMISSIONERS
 RE: CHANGE OF LOCATION APPLICATION
 from TOP CUT FARMS
 3101 S LAWRENCE ST
 TACOMA, WA 98409-4823

DATE: 9/12/23

License: 412299 - 7P County: 30
 UBI: 603-347-797-001-0002
 Tradename: TOP CUT FARMS
 New Loc: 30312 RAMSTAD RD STE A
 ARLINGTON, WA 98223

APPLICANTS:

TOP CUT FARMS, LLC
 WARE, RUSSELL SCOTT
 1968-05-30
 WARE, LESLIE JUNE
 (Spouse) 1960-04-11

Mail: PO BOX 11108
 TACOMA, WA 98411-0108

Phone No.: 360-518-4748 RUSSELL SCOT WARE

Privileges Applied For:
 CANNABIS PRODUCER TIER 2
 CANNABIS PROCESSOR

As required by RCW 69.50.331(7) the Liquor and Cannabis Board is notifying you that the above has applied for a cannabis license. You have 20 days from the date of this notice to give your input on this application. If we do not receive this notice back within 20 days, we will assume you have no objection to the issuance of the license. If you need additional time to respond, you must submit a written request for an extension of up to 20 days, with the reason(s) you need more time. If you **need information on SSN, contact our Cannabis CHRI desk at (360) 664-1704.**

- | | YES | NO |
|--|--------------------------|--------------------------|
| 1. Do you approve of applicant? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Do you approve of location? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. If you disapprove and the Board contemplates issuing a license, do you wish to request an adjudicative hearing before final action is taken? | <input type="checkbox"/> | <input type="checkbox"/> |
| (See WAC 314-55-160 for information about this process) | | |
| 4. If you disapprove, per RCW 69.50.331(7)(c) you MUST attach a letter to the Board detailing the reason(s) for the objection and a statement of all facts on which your objection(s) are based. | | |

DATE

SIGNATURE OF MAYOR,CITY MANAGER,COUNTY COMMISSIONERS OR DESIGNEE

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	<u>Financial Management Department</u>	<u></u> Signature
<u>AGENDA DATE</u>	<u>09/19/2023</u>	
<u>SUBJECT</u>	<u>Equipment for release</u>	
<u>ACTION REQUESTED</u>	<u>Authorize Request</u>	

SUMMARY/BACKGROUND

We have developed a list of items to be released.

FISCAL IMPACT

No Fiscal impact.

RECOMMENDATION

Approve request to release items.

LIST ATTACHMENTS

See attached list.

Equipment for Surplus or Release

1. Blue iPhone / Serial # FFMNK3KTG07L / Tag # 5503
2. Black iPhone / Serial # F2MJRTCF8H2 / Tag # 5504
3. Black iPhone / Serial # FFXGRVD1N72J / Tag # 55084

Dated this _____ day of _____ 2023.

ATTEST:

**BOARD OF COMMISSIONERS
SKAMANIA COUNTY, WASHINGTON**

T.W. Lannen, Chairman


Richard Mahar, Commissioner

Lisa Sackos, Clerk of the Board

Asa Leckie, Commissioner

Aye _____
Nay _____
Abstain _____
Absent _____

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	<u>Skamania County Auditor</u> Department	 Signature-Robert Waymire
<u>AGENDA DATE</u>	09/19/2023	
<u>SUBJECT</u>	<u>HB1474 Racial Covenant Project</u>	
<u>ACTION REQUESTED</u>	<u>Approval</u>	

SUMMARY/BACKGROUND

The Racial Covenants Project is funded by H.B. 1335 and had renewed funding through H.B. 1474. These bills address the history of housing discrimination due to racially restrictive real estate covenants in Washington state.

FISCAL IMPACT

None

RECOMMENDATION

Approve contract.

LIST ATTACHMENTS

County Face Sheet, Interlocal agreement to provide access to certain recorded documents

COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS

1. Contract Number _____

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

3. Contractor Information: Contractor: University of Washington
Contact Person: James N. Gregory
Title: Professor, Department of History
Address: 312B Smith Hall, University of Washington
Seattle WA 98195
Phone: (509) 795-1955

4. Brief description of purpose of the contract and County's contracted duties:
The Racial Covenants Project is funded by H.B. 1335 and has renewed funding through H.B. 1474. These bills address the history of housing discrimination due to racially restrictive real estate covenants in Washington state. Skamania County will provide all document via hard drive to search property records for the racial covenants.

5. Term of Contract: From: 09/05/2023 To: Until completed.

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

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

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

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

7. Amount Budgeted in Current Year: \$0
Amount Not Budgeted in Current Year \$ Source: _____
Total Non-County Funds Committed: \$ Source: _____
Total County Funds Committed: \$0
TOTAL FUNDS COMMITTED: \$

8. County Contact Person: Name: Krishna Nicklaus
Title: Recording Lead

9. Department Approval: 
Department Head or Elected Official Signature

10. Special Comments: Documents will be loaded onto a hard drive provided by, and sent to University of Washington where all the research will be conducted.

**INTERLOCAL AGREEMENT
BETWEEN
THE UNIVERSITY OF WASHINGTON AND SKAMANIA
COUNTY TO PROVIDE ACCESS TO CERTAIN RECORDED
DOCUMENTS**

This **INTERLOCAL AGREEMENT** (the “Agreement”) is entered into by and between the University of Washington, a division of the State of Washington, having offices for the transaction of business at 1410 Northeast Campus Parkway, Seattle, Washington 98195, hereinafter referred to as “University”, and Skamania County, a political subdivision of the state of Washington, having offices for the transaction of business at 240 NW Vancouver Ave, Stevenson, WA 98648 hereinafter referred to as “County”, each referred to hereinafter individually as a “Party” and collectively the “Parties”, pursuant to the authority granted by the Revised Code of Washington (RCW) Chapter 39.34.

WITNESSETH:

WHEREAS, Chapter 39.34.080 RCW authorizes governmental entities to enter into agreements for the joint and cooperative exercise of their respective authorities; and

WHEREAS, in 2021, the Washington State Legislature passed Engrossed Second Substitute House Bill (“E2SHB”) 1335, July 25, 2021; and

WHEREAS, E2SHB 1335 requires the University, in coordination with Eastern Washington University, to review existing recorded covenants and deed restrictions recorded with the Skamania County Auditor’s Office between unknown start date to present (the “Recorded Document(s)”) and to identify those Recorded Documents that may include racial or other restrictions on property ownership or use against protected classes that are unlawful under RCW 49.60.224; and

WHEREAS, the County believes the public interests are served by facilitating the University’s review of said Recorded Documents; and

WHEREAS, the County, by and through the Skamania County Auditor’s Office, will provide the University with access to its Data, such as its Recorded Documents, according to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises contained herein, University and County agree as follows:

I. AGREEMENT

A. Purpose

The purpose of this Agreement is to establish terms, conditions, requirements, and restrictions under which the County provides access to certain Data, including Recorded Documents, so that University may meet its obligations imposed by E2SHB 1335 and to ensure a fluid exchange and safeguarding of said Data between the Parties to this Agreement.

B. Term of Agreement

This Agreement shall commence on the date of execution by the Parties (the “Effective Date”) and shall terminate on July 1, 2027 at 5:00PM PST, unless terminated sooner or otherwise extended as provided herein.

C. Definitions

“Agreement” means this Interlocal Agreement between University and County, including all documents attached or incorporated by reference.

“Data” means any digital representation of information, knowledge, facts, concepts, data programs, or instructions that are being prepared or have been prepared in a formalized manner and are intended for use in a data network, data program, data services, or data system.

“Data Access” refers to rights granted to university employees to directly connect to County systems, networks and/or applications combined with required information needed to implement these rights.

“Data Transmission” refers to the methods and technologies to be used to move a copy of the Data between systems, networks and/or employee workstations.

“Data Storage” refers to the place Data is in when at rest. Data can be stored on removable or portable media devices such as a USB drive or University managed systems or OCIO or Washington State approved services.

“Data Encryption” refers to enciphering Data with a National Institute of Standards and Technology (“NIST”)-approved algorithm or cryptographic module using a NIST-approved key length. Encryption must be applied in such a way that it renders Data unusable to anyone but the authorized users.

“Personal Information” means information defined in RCW 42.56.590(10).

“Recorded Document(s)” include documents recorded with the Skamania County Auditor’s Office including but not limited to Deeds, Covenants, and Restrictions. “Recorded Document(s)” are “Data”. *See* Data defined above.

D. Data to Be Shared Under this Agreement; Classification of Data; Additional Restrictions

The Data to be exchanged between County and University is as follows:

- a. The University has designated the Data sets it requires to complete its duties as follows:
 - i. Images of Recorded Documents indexed with document codes listed in Appendix A starting at an unknown start date to present.
 - ii. General Index, entire record unknown start date to the present date for image.
- b. During the term of this Agreement the University may from time-to-time, if mutually agreed upon between the Parties, designate additional Data, including but not limited to Recorded Document sets by year, book, and page necessary, for its E2SHB 1335 review and provide that designation to the Auditor.

As an express condition of exchanging Data, the University represents, warrants, and agrees as follows:

- a. The Data will not be used for commercial purposes nor contrary to the requirements of RCW 42.56.070(9). Specifically, the University warrants that the information obtained through access of Auditor's electronic data shall not be used by the recipient or agents thereof, for unauthorized purposes, or for any purpose in violation of federal, state, and local laws and regulations, court rule or court order.
- b. Upon completion of its review, the University will return to the Auditor any hard drive or other media used to deliver the designated records. Alternately, the University can certify that any devices have been erased and reformatted to prevent recovery of data.
- c. The University shall display Auditor's documents with a prominent watermark stating that the documents are not to be used as official documents.

d. Obligations of the County

- a. Upon receipt of the University's designated records set(s), the County, through its Auditor's Office, will download the Data, including Recorded Images, onto a hard drive and make it available to the University for its use.
- b. The County will not charge a fee for delivery of the recorded images.

e. Delivery of Data

Data may be delivered by County to University via computer hardware (i.e., hard-drive) or electronic transmission using secure and encrypted NIST approved, file transfer method or protocol. All Data shall be secured using separate encryption and password protection from any used by the secure file transfer tool.

f. Data Storage and Handling Requirements

All Data provided by County to University shall be stored in a secure and compartmentalized server and/or physical location with access limited to the least number of university employees and only those employees who reasonably and necessarily require access specifically to perform their obligations pursuant to this Agreement. Files received via secure file transfer shall be removed immediately from the secure file transfer tool once retrieved.

g. Constraints of Use of Data

The University expressly agrees and warrants that it will strictly limit the use of information, including but not limited to County's Data, under this Agreement to the purpose of carrying out its duties and obligations as prescribed by E2SHB 1335 and RCW 49.60.224.

h. Security of Data

University shall exercise the highest duty of care and take all such actions as are reasonably necessary and appropriate to preserve and protect County's Data from unauthorized physical and electronic access, incursion, or loss. University shall comply with the requirements of the OCIO 141.10 policies and standards for data security and access controls to ensure the confidentiality and

integrity of all Data shared. University and its employees who require access to County's Data shall not disclose, use, sell, transmit, inform, or make available to any entity, person, or body any of County's Data, nor shall it copy, photograph, or otherwise reproduce any of County's Data, except as a necessary part of performing its obligations pursuant to this Agreement, or as otherwise required by law.

i. Non-Disclosure of Data; Confidentiality

University staff and employees shall not disclose, in whole or in part, the Data provided by County to any individual or agency, unless this Agreement specifically authorizes the disclosure. County's Data may be disclosed only to persons and entities that have the need to use the Data to achieve the stated purposes of this Agreement. The County's Data may be disclosed to certain crowd-sourced technology platforms, such as Zooniverse, so long as the Data disclosed to said technology platform is watermarked and protected from any further use, copy, distribution, or disclosure which would be contrary to any provision of this Agreement. In the event of a public disclosure request for the County's Data, University shall timely notify County in writing within three (3) business days, excluding weekends and holidays. Further restrictions include:

- a. University shall not access or use the County's information or Data for any commercial or personal purpose.
- b. Any exceptions to these limitations must be approved in writing by County.
- c. University shall ensure that all staff and employees with access to the Data described in this Agreement are aware of the use and disclosure requirements of this Agreement and shall advise new staff and employees of the provisions of this Agreement.

j. Oversight

County shall have the right, at any time with reasonable notice, to monitor, audit, and review activities and methods in implementing this Agreement in order to assure strict compliance with the provisions of this Agreement.

k. Termination

Either Party may terminate this Agreement, for or without cause, in part or in whole, for convenience, or for any reason, by providing ten (10) days written notice to the other Party. Upon termination, the University shall return all Data, materials, including but not limited to CD's or hard drives, provided by the County to facilitate the University's review of its Data and Recorded Documents. Moreover, once County's Data is accessed by University or any University staff or employees, this Agreement is binding as to the confidentiality, use, and disposition of all Data exchanged, received, or provided as a result of access pursuant to this Agreement, unless amended in writing by mutual agreement of both Parties. This provision shall survive and remain in full effect and be enforceable after termination of this Agreement for any reason.

l. Dispute Resolution

This Agreement has and shall be constructed as having been made and delivered in the State of Washington and the laws of the State of Washington shall be applicable to its construction and enforcement. In the event a dispute arises between the Parties concerning any matter involving this

agreement, the Parties shall first meet and confer in an attempt to resolve their dispute informally. If the Parties cannot agree on a resolution, any judicial proceeding between the Parties needed to enforce any provision of this Agreement shall be brought solely in a court of competent jurisdiction in Skamania County, Washington.

m. Indemnification; Insurance Requirements

The University hereby agrees to relieve, release, indemnify, defend, and hold harmless the County, its elected officials, boards, commissions, officers, employees, agents, and volunteers for any and all claims, injuries, damages, losses, or suits, including but not limited to costs and attorney's fees, arising out of or in connection with the performance of this Agreement. All Data provided or exchanged pursuant to this Agreement, including Recorded Documents, held, stored, or used by University shall be reasonably insured by University against loss, damage, or destruction, however caused, as a result of cyber-incursion, hacking, damage, or loss.

n. Interlocal Cooperation Act (Chapter 39.34 RCW)

Each party to this Agreement shall designate an individual (an "Administrator"), which may be designated by title or position, to oversee and administer such party's participation in this Agreement. The Parties' initial Administrators shall be the individuals specified in Section G.c below. Either Party may change its Administrator at any time by delivering written notice of such party's new Administrator to the other Party. The Parties agree that no separate legal or administrative entities are necessary to carry out this Agreement. Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by any Party to this Agreement in connection with the performance of this Agreement will remain the sole property of such Party, and the other Parties shall have no interest therein. As provided by RCW 39.34.040, this Agreement shall not take effect unless and until it has been either filed with the County Auditor or posted on the County's Interlocal Agreements website.

o. Miscellaneous provisions

- a. **Public disclosure.** The County and the University each acknowledges, agrees, and understands that the parties are public agencies subject to certain disclosure laws, including, but not limited to Washington's Public Records Act, chapter 42.56 RCW. Neither the County nor the University anticipates that the performance of either party's obligations under this Agreement will involve any confidential or proprietary information, including but not limited to Confidential Data.
- b. **Entire Agreement; Modification.** This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by a written document signed by the party against whom such modification is sought to be enforced.
- c. **Notices.** Each notice, demand, request, consent, approval, disapproval, designation or other communication that is permitted or required to be given by one party to the other party under this Agreement shall be in writing and shall be given or made or communicated by (i) United States registered or certified mail, postage prepaid, return receipt requested, (ii) any nationally recognized overnight carrier or express mail service (such as FedEx or DHL) that provides receipts to indicate delivery, or (iii) by personal delivery. All such communications shall be addressed to the appropriate Administrator of this Agreement as follows:

To the University:

James N. Gregory
Professor, Department of History
Williams Family Endowed Professor of History
Ave University of Washington
98648 Seattle, WA 98195

To the County:

Krishna M. Nicklaus
Recording Lead
240 NW Vancouver
Stevenson, WA

- d. **Waiver.** No officer, staff, employee, agent or otherwise of County or University has the power, right or authority to waive any of the conditions or provisions to this Agreement. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement or at law shall be taken and constructed as cumulative, that is, in addition to every other remedy provided herein or by law. Failure of either Party to enforce at any time any of the provisions of this Agreement or to require at any time full and complete performance by the other of any provision hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this Agreement or any part hereof, or the right of either Party to hereafter enforce each and every such provision.
- e. **Severability.** If any portion of this Agreement should become invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect.
- f. **Non-Discrimination.** The Parties, their employees, and agents shall not discriminate against any person based on race; religion; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- g. **Remedies.** No remedy herein conferred upon any Party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any Party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.
- h. **Time is of the Essence.** Time is of the essence with respect to each and every provision of this Agreement and any attached exhibits.
- i. **Counterparts; Facsimile/Electronic Signature.** This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement. This Agreement may be executed via facsimile or electronic signature, which shall be considered the same as original signatures.
- j. **Execution and Approval.** The Parties warrant that the officers/individuals executing below have been duly authorized to act for and on behalf of the Party for purposes of confirming this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the 5th day of September, 2023.

UNIVERSITY OF WASHINGTON

SKAMANIA COUNTY

By: _____
Signature Date


By: _____
County Executive Date

Title: _____

APPROVED AS TO FORM:

By: _____
Prosecuting Attorney Date

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	Public Works	
	Department	Signature
<u>AGENDA DATE</u>	September 19, 2023	
<u>SUBJECT</u>	<u>Wind River Boat Dock Replacement</u>	
<u>ACTION REQUESTED</u>	<u>Approve Contract with Ballard Marine Construction.</u>	

SUMMARY/BACKGROUND

In November 2022 Skamania County submitted a Boating Facilities Program (BFP) application resolution/authorization for the Wind River Boat Dock Floats.

- Three (3) boat dock building companies were contacted for quotes for the dock float replacement.
- Skamania County selected Ballard Marine Construction for the contract.

FISCAL IMPACT

Current budget for the Boat Dock work is \$200,00.00

RECOMMENDATION

Skamania County Commissioners approve contract with Ballard Marine Construction for Boat Dock Floats at Wind River Boat Launch Site

LIST ATTACHMENTS

- Ballard Marine Contract
- Suspension & Debarment Certification
- Summary Estimate of Fees
- Insurance
- W-9

COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS

1. Contract Number: Wind River Boat Dock Replacement

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

3. Contractor Information: Contractor: Ballard Marine Construction.
Contact Person: Norm Mitchell
Title: Director of Western Region Operations
Address: 727 S 27th Street
Address: Washougal, WA 98671
Phone: 360-946-2751

4. Brief description of purpose of the contract and County's contracted duties:
Contracted duties with Ballard Marine Construction to build the boat dock launch floats for Wind River Boat Launch Facility,

5.
6. Term of Contract: From: September 19, 2023 To: December 31, 2024

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

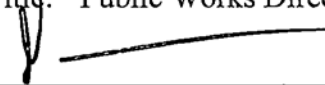
- Exempt (Purchase is \$2,500 or less upon order of the Board of Commissioners)
- Informal Bid Process (Formal Quotes between \$2,500 and \$25,000)
- Formal Sealed Bid Process (Purchase is over \$25,000)
- Other Exempt (explain and provide RCW) 39.29.008

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)

8. Budget Committed in Current Year: \$200,000.00
Amount Not Budgeted in Current Year: \$
Total Non-County Funds Committed: \$
Total County Funds Committed: \$200,000.00
TOTAL FUNDS COMMITTED: \$200,000.00

9. County Contact Person: Name: Dave Waymire
Title: Public Works Director

10. Department Approval: 
Department Head or Elected Official Signature

11. Special Comments: _____

**PROFESSIONAL SERVICE CONTRACT
BETWEEN
SKAMANIA COUNTY AND Ballard Marine Construction.**

THIS CONTRACT, by and between **SKAMANIA COUNTY**, a municipal corporation, hereinafter referred to as the “**COUNTY**”, and **Ballard Marine Construction.**, 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** authorized representative 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 **Sadi' Stouder-Pettenger PE, 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 Attachment "A", consisting of a total of one page, which has been initialed by the parties, 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 **September 19, 2023** and terminate on **December 31, 2024**; **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.

5. **PAYMENTS FOR SERVICES**

- A. The consideration for the services to be performed by the **CONTRACTOR** shall not exceed **\$182,407.18** including Washington State sales tax, and shall be paid as outlined below or in Attachment "A".
- B. Payment on the account of the contracted services shall be made not more than monthly, based on submission by the **CONTRACTOR** to the **COUNTY'S** contracting officer of reports and invoices describing the services performed in sufficient detail to enable the **COUNTY'S** contracting officer to adequately determine the services for which payment is sought. **Payment is due within thirty (30) days of submission of accepted detailed invoice.**
- C. The **CONTRACTOR** agrees that funds received from the **COUNTY** can be expended for only public purposes and the **CONTRACTOR** will keep identifiable financial and performance books and records of all funds received pursuant to this contract from the **COUNTY** detailing the receipts and expenditures of such funds; that these detailed accounting records shall be made available at all reasonable times to any county, state, or federal auditor, whose duties include auditing these funds.

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 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.

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) in any manner to the extent caused by or resulting from, the 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 **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 material 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 if **CONTRACTOR** fails to commence and diligently continue correction of the default within that seven (7) day period. 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. Should the **COUNTY** choose to terminate the Contract the Subcontractor shall be entitled to compensation for: (1) all work properly performed up to the date of termination, including services, materials

and supplies ordered prior to the receipt of such notice, to the extent such orders cannot be canceled; (2) cancellation charges for any such services, materials and supplies that are canceled; and (3) any reasonably foreseeable costs arising directly from such termination.

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 _____, 2023.

**SKAMANIA COUNTY
BOARD OF COMMISSIONERS**

BALLARD MARINE CONSTRUCTION, LLC.

Jon Hardt

NAME

Jon Hardt

Jon Hardt (Sep 5, 2023 11:55 PDT)

Chairman

Sep 5, 2023

Date

Commissioner

Commissioner

APPROVED AS TO FORM ONLY:

ATTEST:

Prosecuting Attorney

Clerk of the Board

Attachment B
SUSPENSION & DEBARMENT CERTIFICATION

Definitions: COUNTY shall mean **Skamania County**
CONTRACTOR shall mean **CONTRACTOR NAME**

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:

This certification is required by the regulations at Title 2 Code of Federal Regulations Part 180 for all lower tier (subcontracting) transactions.

The CONTRACTOR certifies, by signing this agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. The prospective lower tier participant shall provide immediate written notice to NAME OF CONTACT if at any time the CONTRACTOR learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

Should the CONTRACTOR enter into a covered transaction with another person at the next lower tier (subcontract), the CONTRACTOR agrees by signing this agreement that it will verify that the person with whom it intends to do business is not excluded or disqualified. The CONTRACTOR will do this by:

- (a) Checking the federal Excluded Parties List System (EPLS); or
- (b) Collecting a certification from that person; or
- (c) Adding a clause or condition to the contract with that person

The CONTRACTOR agrees by signing this agreement that it shall not knowingly enter into any lower tier transaction (subcontract) with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which the transaction originated. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction (subcontract) that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous.

The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered. If it is later determined that the CONTRACTOR knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Jon Hardt Sep 11, 2023
Jon Hardt (Sep 11, 2023 09:24 PDT)

Contractor

Date

Skamania County

Date

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
BALLARD MARINE CONSTRUCTION LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ **P**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
727 S 27TH STREET

6 City, state, and ZIP code
WASHOUGAL, WA 98671

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type. See specific instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-						
--	--	--	---	--	--	--	--	--	--

OR

Employer identification number


8	2	-	1	4	2	1	3	5	3
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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶  Date ▶ **1.1.2023**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/05/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 1-314-721-5100 Aon Risk Services Central, Inc. 4220 Duncan Avenue Suite 401 St Louis, MO 63110	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center;">NAIC#</td> </tr> <tr> <td>INSURER A: TRAVELERS PROP CAS CO OF AMER</td> <td>25674</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC#	INSURER A: TRAVELERS PROP CAS CO OF AMER	25674	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC#														
INSURER A: TRAVELERS PROP CAS CO OF AMER	25674														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED Ballard Marine Construction, LLC 727 S. 27th Street Washougal, WA 98671															

COVERAGES	CERTIFICATE NUMBER: 69548124	REVISION NUMBER:
------------------	-------------------------------------	-------------------------

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Ded: \$100,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		ZOL-61N55293-23-ND	09/01/23	09/01/24	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Continuation of coverage on attached Acord 101;
Skamania County Board of Commissioners, its elected and appointed official, agents, employees, and volunteers are included as Additional Insureds as respects the General Liability as respects to work performed by the Named Insured as required by written contract.

CERTIFICATE HOLDER Skamania County Board of Commissioners PO Box 1009 Stevenson, WA 98648 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

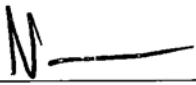
AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Ballard Marine Construction, LLC	
POLICY NUMBER		727 S. 27th Street	
CARRIER	NAIC CODE	Washougal, WA 98671	
		EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: _____ FORM TITLE: _____

[Empty area for additional remarks]

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	<u>PUBLIC WORKS</u>	
	Department	Signature
<u>AGENDA DATE</u>	<u>September 19, 2023</u>	
<u>SUBJECT</u>	<u>2022-23 Title VI Accomplishments Reports</u>	
<u>ACTION REQUESTED</u>	<u>Sign Title VI Annual Reports</u>	

SUMMARY/BACKGROUND

Title VI Annual Report to be submitted in order to obtain funding for future projects and stay in compliance with the Title VI Non-Discrimination policies.

FISCAL IMPACT

There is no fiscal impact.

RECOMMENDATION

Skamania County Board of Commissioners by motion authorize the Board Chair to sign the 2022-23 Title VI Annual Reports

LIST ATTACHMENTS

- 2022-23 Title VI Annual Reports

COMMISSIONER'S AGENDA ITEM COMMENTARY INSTRUCTIONS



Letter of Intent to Comply with WSDOT Title VI Plan

In lieu of adopting a Title VI Plan, the (Skamania County) agrees to comply with the WSDOT Title VI Plan.

The (Skamania County) assures that no person shall on the grounds of race, color, or national origin, as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 (P.L. 100.259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The (Skamania County) further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

The Civil Rights Restoration Act of 1987, broadened the scope of Title VI coverage by expanding the definition of terms "programs or activities" to include all programs or activities of federal aid recipients, sub-recipients, and contractors/consultants, whether such programs and activities are federally assisted or not (Public Law 100259 [S.557] March 22, 1988).

In the event the (Skamania County) distributes federal aid funds to a sub-recipient, the (Skamania County) of will include Title VI language in all written agreements and will monitor for compliance.

The (Skamania County) is responsible for initiating and monitoring Title VI activities, collecting data, preparing reports (including Appendix 28.93) and other responsibilities as required by 23 Code of Federal Regulation(CFR) 200 and 49 Code of Federal Regulation, WSDOT Title VI Plan, and the WSDOT Local Area Guidelines manual.

Signature

Skamania County Board of County Commissioners - Board Chair

Title

Sadi' Stouder-Pettenger Skamania County Engineer

Name and Title of Public Works/Transportation Manager

Randy Moline

Name and Title of Title VI Coordinator

Date Executed

Sadi@co.skamania.wa.us

Email Address

moline@co.skamania.wa.us

Email Address

Required Attachment: signed, unaltered USDOT1050.2a, Standard Title VI Assurances

The United States Department of Transportation (USDOT) Standard Title VI/Non-Discrimination

Assurances

DOT Order No. 1050.2A

The Skamania County (herein referred to as the "Recipient"), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through Washington State Department of Transportation (WSDOT), is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, "for which the Recipient receives Federal financial assistance from DOT, including the Washington State Department of Transportation.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23(b) and 21.23(e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard

to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Federal-Aid Highway Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

"The Skamania County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:

- a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, [Skamania County also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the Washington State Department of Transportation. access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the Washington State Department of Transportation. You must keep records, reports, and submit the material for review upon request to Washington State Department of Transportation, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

Skamania County gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Federal Highway Administration. This ASSURANCE is binding on Washington State Department of Transportation, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Federal-Aid Highway Program. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

Skamania County
(Name of Recipient)

by _____
(Signature of Authorized Official)

DATED _____

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Washington State Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Washington State Department of Transportation to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Washington State Department of Transportation, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Washington State Department of Transportation may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment,

unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Washington State Department of Transportation may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the Skamania County will accept title to the lands and maintain the project constructed thereon in accordance with Title 23, United States Code, the Regulations for the Administration of Washington State Department of Transportation, and the policies and procedures prescribed by the Federal Highway Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Skamania County all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto Skamania County and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the Skamania County, its successors and assigns.

The Skamania County, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the Skamania County will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Skamania County pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, Skamania County will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the Skamania County will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the Skamania County and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Skamania County pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, Skamania County will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, Skamania County will there upon revert to and vest in and become the absolute property of Skamania County and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).



TITLE VI ACCOMPLISHMENTS & GOALS REPORT

This outline is for LPA and other governmental entities to report Title VI activities that occurred over the past year and report Title VI goals for the upcoming year. Reports must be returned on or before due date to meet eligibility requirements for federal funding. Send to TitleVI@WSDOT.wa.gov

DUE DATES: Refer to Section 28.3 for scheduled reporting period and due date.

Contact Information

Name and title of administrator (signature on Standard Assurances): Tom Lannen- Board Chair

Mailing Address: PO Box 790

City: Stevenson WA Zip Code: 98648 County: Skamania
Phone #: 509-427-3702 email address: Lannen@co.skamania.wa.us

Name and title of head of transportation-related services: Sadi’ Stouder-Pettenger – County Engineer

Mailing Address: PO Box 1009

City: Stevenson WA Zip Code: 98648 County: Skamania
Phone #: 509-427-3912 email address: Sadi@co.skamania.wa.us

Name and title of designated Title VI coordinator*: Randy Moline

Mailing Address: PO Box 1009

City: Stevenson WA Zip Code: 98648 County: Skamania
Phone #: 509-427-3915 email address: moline@co.skamania.wa.us

*When the Title VI coordinator changes, notify TitleVI@WSDOT.wa.gov within 30 days.

To comply with Title VI requirements, each annual report submission must include signed Standard Assurances (USDOT1050.2A).

Accomplishments

1. Have there been any changes to the approved Title VI Plan that have not been reported to OEO? If yes, please submit an update to the Title VI Plan with a new signature.
Yes, New Title VI Plan updated and sent.
2. Organization, Staffing, Structure – Describe the Title VI Program reporting structure including the Title VI Coordinator, Administrative Head, and transportation-related staff. The list should include name, race, color, and national origin of each individual. Include the same details if your LPA has a volunteer or appointed board related to transportation decision making.

Board of County Commissioners - Administrative Head
Board Chair: Tom Lannen, white, Caucasian, USA.
Commissioner: Richard Mahar, white, Caucasian, USA.
Commissioner: Asa Leckie, white, Caucasian, USA.

Title VI Coordinator

Randy Moline – Project Coordinator, white, Caucasian, USA.

Transportation Staff

County Engineer: Sadi Stouder-Pettenger, white, Caucasian, USA.

Public Works Director: Dave Waymire, white, Caucasian, USA.

Project Coordinator: Randy Moline, white, Caucasian, USA.

Engineering Tech III: Tony Hegewald, white, Caucasian, USA.

Engineering Tech III: Greyson Rudd, white, Caucasian, USA.

3. Community Demographics – Using a map of the LPA’s boundaries, describe the demographics of the LPA’s service area (e.g., race, color, national origin, low-income). List, by individual languages, the percent of the population(s) that is limited English proficient.

White 91.1%, Hispanic 6.8%, Black 0.1%, Asian 1.7%, Mixed 3.9%, Other 2.6%

Speak language other than English 3.8%, English “very well” 3.0%, English less than “very well” 0.8%

Category	Count	Percent
Total Population	11,973	
Male Population	6009	50.2
Female Population	5964	49.8
Median Age	46.6	
Population under 5 Years	497	4.2
Population under 18 years	705	5.9
Population 65 and older	1618	13.5
White alone	10,902	91.1
Black or African	10	0.1
American Indian or Native	244	2.0
Asian alone	133	1.1
Native Hawaiian or Pacific Islander	25	0.2
Two or more races	471	3.9
Hispanic or Latino	815	6.8
White alone, Not Hispanic or Latino	10,230	85.4

4. Complaints – Provide a copy of the LPA’s Title VI complaint log, including new Title VI complaints received during this reporting period and any still pending. Include the basis of the complaint (race, color, national origin) and describe the disposition (status/outcome).

There have been no know Title VI Complaints received by Skamania County as a result of Transportation activities and projects during this last fiscal reporting year.

5. Planning – Describe the transportation planning activities performed this reporting period. Describe the actions taken to promote Title VI compliance regarding transportation planning, including monitoring and review processes, community involvement, their outcome or status. Include examples of community outreach.

Public outreach activities in 2023 consisted of advertising and public notices sent to the paper of record for Skamania County. Interpretive services are provided by AT&T Language Line 1-800-752-6091, also the whole Skamania County website can be translated into 132 different languages. The County uses a combination of letters, flyers, notices in the paper and open house meeting to communicate with the residents directly affected by projects. Public notices included a Title VI Non-Discrimination Statement.

6. Right-of-way actions – Describe activities during this reporting period associated with the purchase, sale, lease/use, or transfer of real property (related to highway transportation/public right-of-way use). Include demographic information of affected populations. For example, the race, color, national origin of affected property/business owners(s)/tenant(s).

No right-of-way actions for this period, Skamania County is not staffed for real property transactions, this will be done by a consultant/WSDOT.

7. Identify right-of-way appraisers and acquisition staff (used during this reporting period) by race, color, national origin.

Did not use any right-of-way appraisers or acquisition staff during this period. Skamania County is not staffed for real property transactions, this will be done by a consultant/WSDOT.

8. Studies and Plans – Were any transportation studies (including environmental reviews) conducted or transportation plans completed during this reporting period? Identify the data source(s) and provide data summary (Title VI/Environmental Justice Analysis) relative to ethnicity, race, languages spoken, neighborhoods, income levels, physical environments, and/or travel habits. Explain how data was used in these studies/reviews/plans.

One BRAC Bridge Scour project still on going, emergency measures were used to ensure stabilization of bridge over winter, Consultant on-board to take the project to final.

9. Project Location and Design – Provide a list of construction projects that began during this reporting period. Using a map of the LPAs service area, identify project locations, and a brief description of the projects’ benefits/burdens to affected populations. If possible, provide a map that overlays projects with the racial composition of affected neighborhoods. One guardrail and sign project, two grind and overlay projects, No affected populations or displaced populations.

Project #:	Project Name:	Project Benefits:	Project Burdens:
2023 Striping	Annual Striping Plan	Safety	None noted
CRP # 2020-01	Metzger Road	Resurface Road	Traffic Delays
CRP # 2021-01	Skamania Landing Road	Resurface Road	Traffic Delays/ Railroad

BHOS-2030(008)	Buck Creek Bridge	Retain Bridge	Slow process/Consultant
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10. Other Public Meetings – List other public meetings held during this reporting period. Identify efforts used to encourage citizen participation at those meetings. Detail dates, times, locations, attendance, and provide examples of outreach materials. . **No meetings held during this reporting period.**

Identify members of the LPA’s transportation planning and/or advisory groups by race, color, and national origin

- Dave Waymire – white, Caucasian, USA**
- Sadi’ Stouder-Pettenger – white, Caucasian, USA**
- Randy Moline - white, Caucasian, USA**
- Tony Hegewald – white, Caucasian, USA**
- Greyson Rudd - white, Caucasian, USA**

Specify methods used to collect demographic information from the transportation-related public meetings. (Self-identification surveys, notes by staff, etc.) Include summaries of Public Involvement Forms collected at each meeting, listing the demographics of those who attended by meeting.

The Skamania County 6-year Transportation Improvement before the BOCC, Public Involvement Forms & Title VI Complaint Forms on Skamania County Website in English and Spanish.

List any language assistance services requested. For which languages? Who provided the service? In addition, list vital documents translated during the reporting period and identify the languages.

No request for assistance for this reporting period.

11. Transportation-related Construction and Consultant Contracts (if applicable) – Briefly describe the process used to advertise and award construction contracts during this reporting period. Include the process for negotiated contracts (e.g., consultants).

All contracts and public notices are advertised in the Local Paper of Record, confirmation of opportunities to participate is through Local Programs/WSDOT per funding authorities. Consultant Contracts per funding sources follow Chapter 31 guidelines for all contracts.

12. Describe the actions taken to promote construction contractor/consultant compliance with Title VI by construction contractors/consultants, including monitoring and review processes, and their outcomes/status (e.g. what Title VI language was included in contracts and agreements; were contractors and consultants reviewed to ensure compliance; what Title VI responsibilities are explained to contractors and consultants?)

Title VI Language is in every contract Federal or otherwise, Contractor/Consultants are advised early on, if subs are to be used they must follow Title VI compliance in their contracts with the subs. We

are only able to monitor through the DMCS Site, Certification for Federal-Aid Projects Form 420-004.

Skamania County in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

- List construction, right-of-way, and consultant contracts with your LPA/MPO/entity for this report period with dollar value of each. Identify funding sources (federal, state, local, other), and how many were awarded to certified disadvantaged contractors (as a prime contractor/consultant).

Project #	Project Name	Contract Type	Funding	DBE Contractor	Contract Amount
ARCH23	2023On-Call Archeological	Consultant	Local	NO	100,000.00
CIVIL23	2023On-Call Civil	Consultant	Local	NO	300,000.00
GEO23	2023On-Call Geotechnical	Consultant	Local	NO	300,000.00
STRUCT23	2023On-Call Structural	Consultant	Local	NO	300,000.00
Survey23	2023On-Call Archeological	Consultant	Local	NO	300,000.00
CRP# 2021-01	Skamania Landing	Construction	State	DBE Sub	\$393,685.35
CRP# 2020-01	Metzger Road	Construction	State	DBE Sub	\$275,471.70

BHOS-2030(008)	Buck Creek Bridge Scour	Consultant	State	DBE Sub	\$ 534,900
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14. Education & Training – Describe actions taken to promote Title VI compliance through education and trainings, including monitoring and review processes, and their outcomes/status. Title VI Training classes and information is scheduled for Engineering Department Staff, Staff has compliance training inhouse/webinars/live meetings.

Title VI Training classes and information is scheduled for Engineering Department Staff, Staff has compliance training inhouse/webinars/live meetings through the LTAP website.

List Title VI training/webinars your Title VI Coordinator attended this reporting period. Include dates and entity that conducted the training.

No new training reported, Review the Federal-Aid Essentials for Public Agencies yearly.

When was Title VI internal training provided to staff? Who conducted the training? What was the subject of the training? Provide the job titles and race/color/national origin of attendees.

Project Coordinator went over filling out WSDOT Forms 422-031, 272-054, 272-058, FHWA 1391 & 1392's, 272-056, 424-003, 272-052, 421-012, and 420-004 with the Skamania County Staff.

List other civil rights training conducted locally. Provide dates and a list of participants by job title and Title VI role, if applicable.

Title VI Basics for LPA's, Environmental Justice Training,

Title VI Goals for Upcoming Year

What area(s) of Title VI does your agency plan to focus on in the upcoming year? Describe by particular program area what your agency hopes to accomplish. Include any significant problem areas to focus on and plans to address those.

Skamania County is in the process of updating our ADA plan and should be finished early 2024. County staff will be taking courses in Title VI, Section 504, and EEO Training, DBE 101, EJ Training, NEPA, and SEPA classes as available.

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	Public Works	
	Department	Signature
<u>AGENDA DATE</u>	September 19, 2023	
<u>SUBJECT</u>	<u>Approving the Applicant Resolution/Authorization for the Recreation and Conservation Office for a Grant Application for Local Parks Maintenance Program</u>	
<u>ACTION REQUESTED</u>	Authorize Chair to sign Resolution 2023-34	

SUMMARY/BACKGROUND

Skamania County Public Works is submitting an RCO Grant for the New Local Parks Maintenance Program. This Resolution/Authorization is a requirement of a complete application packet.

FISCAL IMPACT

None unless that Grant is awarded and accepted by the Board of County Commissioners.

RECOMMENDATION

Authorize the Chair to sign Resolution 2023-34

LIST ATTACHMENTS

Resolution 2023-34



Local Parks Maintenance Program Applicant Authorization and Electronic Signature

Organization Name (sponsor) Skamania County
 Resolution No. or Document Name Resolution # 2023-34
 Project Number and Name RCO # 23-1682 - Multisite Maintenance Backlog

This resolution/authorization authorizes the person(s) identified below (in Section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

WHEREAS grant assistance is requested by our organization to aid in financing the cost of the Project referenced above;

NOW, THEREFORE, BE IT RESOLVED that:

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project."
2. Our organization authorizes the following persons or persons holding specified titles/positions (and subsequent holders of those titles/positions) to execute the following documents binding our organization on the above projects:

Grant Document	Routing Order	Name of Signatory and Title of Person Authorized to Sign	Email Address
Grant application (submission thereof)		Dave Waymire, Public Works Director	davidw@co.skamania,wa,us
Project contact (day-to-day administering of the grant and communicating with the RCO)		Randy Moline, Project Corrdinator	moline@co.skamania.wa.us
Agreement/amendment approver ¹	1	Chair, Board Of County Commissioners	
Agreement/amendment approver	2		
Agreement/amendment approver	3		
Agreement/amendment approver	4		
RCO Grant Agreement signer ²		Chair, Board of County Commissioners	
Agreement amendments signer ²		Chair, Board of County Commissioners	

The above persons are considered an "authorized representative(s)/agent(s)" for purposes of the documents indicated. Our organization shall comply with a request from the RCO to provide updated documentation of authorized signers, if needed.

3. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative(s)/agent(s) have full legal authority to act and sign on behalf of the organization for their assigned role/document.
4. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.
5. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of our organization.
6. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.
7. Our organization acknowledges that the grant will only be used for maintenance of local park property owned by our organization.
8. This resolution/authorization is deemed to be part of the formal grant application to the Office.
9. Our organization warrants and certifies that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises, and obligations set forth herein.

This resolution/authorization is signed and approved on behalf of the resolving body of our organization by the following authorized member(s):

Signed _____

Title Chair, Board of County Commissioners Date 9/19/2023

On File at: Public Works Building, 170 NW Vancouver Ave., Stevenson, WA 98648

This Applicant Resolution/Authorization was adopted by our organization during the meeting held:

Location: Skamania County Courthouse, Stevenson, WA Date: 9/19/2023

You may reproduce the above language in your own format; however, text may not change.

¹ **Agreement/Amendment Approver:** refers to an individual or several individuals who review and approve the electronic document and contacts RCO if corrections are needed. The approver does not sign the document. You may add more than one approver but please designate the order for routing purposes.

² **RCO Grant Agreement/Agreement Amendments Signer:** refers to the individual who must officially sign the document with an electronic signature and may be required to enter data such as title, date, agency name, etc. into fields. The signer of Agreements may differ from the individual who is delegated to sign Amendment documents, but we can only accept one signature per document.

Dated this ____ day of ____ 2023.

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

Tom Lannen, Chair

Richard Mahar, Commissioner

Asa Leckie, Commissioner

Date


ATTEST:

Lisa Sackos, Clerk of the Board

Aye _____
Nay _____
Abstain _____
Absent _____

Adam Kick, Prosecuting Attorney

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	<u>Superior Court</u> Department	 Signature
<u>AGENDA DATE</u>	9/19/23	
<u>SUBJECT</u>	2023/2024 Renewal of CASA/GAL contract	
<u>ACTION REQUESTED</u>	Review and Approve Contract	

SUMMARY/BACKGROUND

Provides for costs associated with the appointment of Court Appointed Special Advocates (CASA) / (GAL) Guardian Ad Litem in all dependency cases filed in Skamania County, and overall program management costs.

FISCAL IMPACT

100% Reimbursed by AOC.

RECOMMENDATION

Review and Approve Contract

LIST ATTACHMENTS

VGAL/CASA Renewal Contract

COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS

1. Contract Number IAA24347

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

3. Contractor Information: Contractor: AOC
Contact Person: Sondra Hahn
Title: Court Program Analyst
Address: PO Box 41170
Address: Olympia, WA 98504-1170
Phone: (360) 705-5276
Email: sondra.hahn@courts.wa.gov

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

5. Term of Contract: From: 07/01/2023 To: 06/30/2024

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

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

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: \$20,765 Source: AOC
Total County Funds Committed: \$
TOTAL FUNDS COMMITTED: \$20,765

8. County Contact Person: Name: Pamela Bell
Title: VGAL Program Manager

9. Department Approval: 
Department Head or Elected Official Signature

10. Special Comments: _____

**INTERAGENCY AGREEMENT IAA24347
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AND
SKAMANIA COUNTY JUVENILE COURT
FOR THE
SUPPORT OF THE CASA/VOLUNTEER GUARDIAN AD LITEM PROGRAM**

THIS AGREEMENT is made and entered into by and between the Washington State Administrative Office of the Courts (AOC), and Skamania County Juvenile Court (COURT).

I. PURPOSE

It is the purpose of this Agreement for the COURT to increase the number of children served by court-appointed special advocates (CASAs)/volunteer guardians ad litem as defined by RCW 13.34.030(12) in dependency matters or to reduce the average caseload of volunteers to recommended standards.

Funds received by the COURT under this Agreement may only be used to supplement, not supplant, any other local, state or federal funds received by the COURT.

II. STATEMENT OF WORK

The COURT shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of managing a CASA/volunteer guardian ad litem program as defined in RCW 13.34.030(13) to serve juvenile dependency cases. The COURT will ensure that the program and volunteers comply with the statutory requirements contained in RCW 13.34.100 -107. The COURT will submit reports to AOC detailing information about the number of children served and the number of volunteers.

The CASA/Volunteer GAL Bi-Annual Report to the Administrative Office of the Courts shall be **submitted electronically**. The required form for bi-annual reporting, which is incorporated in this agreement, is located on the Inside Courts website under 'Court Resources> Court Management' and choose the **"CASA Bi-Annual Report to AOC"**.

Reporting schedule:

Period	Report Due
07/01/23 - 12/31/23	01/31/24
01/01/24 - 06/30/24	07/31/24

Failure to submit a report by the due date may adversely affect state funding of the CASA/Volunteer GAL program.

If you have questions, please contact the AOC Project Manager Sondra Hahn at Sondra.Hahn@courts.wa.gov or (360) 705-5276.

III. PERIOD OF PERFORMANCE

The execution of this Agreement shall constitute a ratification of an earlier verbal agreement between the parties that is now set forth in writing. Accordingly, the beginning date of performance under this Agreement is July 1, 2023 regardless of the date of execution and it shall end on June 30, 2024, except for any remaining obligations of the COURT as may exist or if terminated sooner as provided in this Agreement.

IV. PAYMENT

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. The parties have determined that the cost of accomplishing the work herein will not exceed \$20,765 . Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount in writing, except as governed by the REVENUE SHARING section of this Agreement. The COURT shall maintain sufficient backup documentation of direct costs under this Agreement. Costs will be reimbursed pursuant to CASA/Volunteer GAL Program Cost Guidelines (Exhibit A).

Allocated administrative court costs must be applied at a rate that is set forth and supported by documented internal administrative rate plan that has been approved by the designated authority at the Superior Court and is readily accessible for review by AOC or the State Auditor.

V. BILLING PROCEDURE

The COURT will submit properly-completed Washington State form A-19 via email to AOC Financial Services at payables@courts.wa.gov or to:

AOC Financial Services
PO Box 41172
Olympia, Washington 98504-1172

Payment to the COURT for approved and completed work will be made by warrant or account transfer by AOC within 30 days of receipt of both properly-completed A-19 and the detailed information outlined in the CASA/Volunteer GAL Monthly Detail Report (see Exhibit B). Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier

VI. REVENUE SHARING

- A. AOC, in its sole discretion, may initiate revenue sharing. AOC will notify the Court no later than May 1, 2024 that AOC intends to reallocate funding among courts in the program. If AOC determines the Court may not spend all monies available under the Agreement, then AOC may reduce the Agreement amount. If AOC

determines the Court may spend more monies than available under the Agreement and for its scope, then AOC may increase the Agreement amount.

- B. If the AOC initiates revenue sharing, then the Court must submit the final revenue sharing A-19 to payables@courts.wa.gov so that it is received by August 1, 2024.

VII. RECORDS MAINTENANCE

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

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. EXCEPT THAT, Bi-Annual Reports will be distributed to the Washington Association of Child Advocate Programs. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

VIII. BACKGROUND CHECKS

The COURT shall:

- Ensure a criminal background check has been completed for all employees, CASAs/Volunteer GALs, and subcontractors who have access to children, prior to any access under this agreement pursuant to RCW 13.34.100(3);
- Based on the results from the criminal background check, determine each employee, CASA/Volunteer GAL, and subcontractor is suitable for access to children;

The AOC will:

- Reimburse for CASA/Volunteer GAL criminal background checks.

IX. RIGHTS IN DATA

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

X. INDEPENDENT CAPACITY

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

XI. AGREEMENT ALTERATIONS AND AMENDMENTS

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

XII. TERMINATION

A. Termination for Convenience

Except as otherwise provided in this Agreement, either party may terminate this Agreement by providing written notice of such termination to the other party specifying the effective date thereof, at least five (5) business days prior to such date. If this agreement is so terminated, the AOC shall be liable only for payment for work completed and accepted prior to the effective date of termination.

B. Termination for Cause

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

XIII. DISPUTES

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

Board shall be final and binding on the parties; however, nothing herein prohibits either party from seeking judicial relief.

XIV. GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

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

- A. Applicable state and federal statutes and rules;
- B. Statement of work; and
- C. Any other provisions of the Agreement, including materials incorporated by reference.

XV. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

XVI. WAIVER

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

XVII. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

XVIII. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion, the AOC may terminate the Agreement under the "Termination for Convenience" clause, without the five (5) business day notice requirement, subject to renegotiation under those new funding limitations

and conditions. AOC, at its discretion, may also elect to amend the Agreement to reflect a budget reduction without terminating the agreement if all parties agree to the amendment.

XIX. COUNTERPARTS

Each party agrees that a digital, electronic, or scanned transmission of any original document has the same effect as the original. Any signature required on an original will be completed and sent to the other party, as applicable, when an electronic or digital copy has been signed. The parties agree that signed digital, electronic or scanned copies of documents will be given full effect as if an original.

XX. AGREEMENT MANAGEMENT

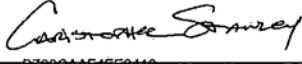
The project manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement:

AOC Project Manager	Contractor Project Manager
<p>Sondra Hahn Court Program Analyst PO Box 41170 Olympia, WA 98504-1170 sondra.hahn@courts.wa.gov (360) 705-5276</p>	<p>Pamela Bell Superior Court Administrator PO Box 790 Stevenson, WA 98648-0790 bell@co.skamania.wa.us 509-427-3765</p>

XXI. ENTIRE AGREEMENT

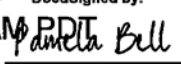
This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties.

AGREED:

Administrative Office of the Courts
 DocuSigned by:

 8/4/2023 | 7:34 AM PDT
 Signature Date

Christopher Stanley, CGFM
 Name

Chief Financial and Management Officer
 Title

County Juvenile Court
 DocuSigned by:

 8/3/2023 | 1:33 PM PDT
 Signature Date

Pamela Bell
 Name

Skamania County Superior Court Administrator
 Title

EXHIBIT A
CASA/VOLUNTEER GAL PROGRAM COST GUIDELINES

A. PURPOSE and SCOPE

This document establishes the allowable cost guidelines for court-appointed special advocate (CASA)/Volunteer GAL program reimbursements. It also sets forth the required documentation needed to support a reimbursement request. For FY 2024, this supporting documentation needs to be retained at the local level. In future fiscal years, AOC will require the supporting documentation be submitted with each reimbursement claim.

B. DEFINITIONS

Volunteer Guardian ad Litem. As defined in RCW 13.34.030(12): "Guardian ad litem" means a person, appointed by the court to represent the best interests of a child in a proceeding under this chapter, or in any matter which may be consolidated with a proceeding under this chapter. A "court-appointed special advocate" appointed by the court to be the guardian ad litem for the child, or to perform substantially the same duties and functions as a guardian ad litem, shall be deemed to be guardian ad litem for all purposes and uses of this chapter.

CASA/Volunteer Guardian ad Litem Program. As defined in RCW 13.34.030(13): "Guardian ad litem program" means a court-authorized volunteer program, which is or may be established by the superior court of the county in which such proceeding is filed, to manage all aspects of volunteer guardian ad litem representation for children alleged or found to be dependent. Such management shall include but is not limited to: Recruitment, screening, training, supervision, assignment, and discharge of volunteers.

C. GENERAL

The legislature has previously stated that CASA/Volunteer GAL program funds are provided solely for court-appointed special advocate/volunteer GAL programs in dependency matters. The guidelines take into consideration the financial needs of a county/court working with court-appointed child advocates in dependency cases. These guidelines recognize the restrictions placed on CASA/Volunteer GAL program reimbursements and attempts to identify those costs that can and cannot be reimbursed.

D. ROLES AND RESPONSIBILITIES

1. Project Manager

- Person designated to manage the CASA/Volunteer GAL program contract according to its terms including report preparation, scope of work, and performance

- Submits invoices and other required documentation in an accurate and timely manner
- Keeps all supporting documentation for audit purposes for at least six years after contract expires

2. AOC Project Manager

- Acts as central point of contact with the county/court
- Approves invoices and submitted supporting documentation for CASA/Volunteer GAL program reimbursement
- Forwards cost and budget questions received to the AOC Comptroller
- Reviews all reports required under the CASA/Volunteer GAL program agreement

3. Management Services Director

- Resolves policy and procedural issues related to CASA/Volunteer GAL program funding

4. AOC Comptroller

- Determines CASA/Volunteer GAL program annual fund allocation based on monies received from the Legislature; see Allocation Process section for allocation process details
- Responds to cost and budget questions
- Periodically audits county/court to ensure reimbursement requests are supported; see Audit Process section for audit procedures

5. Contract Manager

- Drafts, reviews, and approves CASA/Volunteer GAL program agreements
- Answers questions regarding compliance with the agreements
- Provides advice on interpretation of agreement

6. State Auditor

- Audits county/court and AOC for compliance with CASA/Volunteer GAL program

E. ALLOWABLE COSTS AND SUPPORTING DOCUMENTATION

1. Staff/FTE (salaries and benefits)

- Payroll record/time and attendance records related to the CASA/Volunteer GAL program must be kept locally. If employee is not assigned fulltime to working with the CASA/Volunteer GAL program then compensation reimbursement must be proportioned to the amount of time the employee works with the CASA/Volunteer GAL program and must be documented by time and attendance records. NOTE: This does not mean that timesheets must be completed to track the time spent. Document the process for determining the amount of time the person(s) spend on CASA/Volunteer GAL duties. For example, keep track of time for at least a week and then determine the percentage to be charged.

2. Professional Services

- General - Detailed vendor invoice to include detailed description of work performed, contract number, hours, and hourly rate or time and attendance cards must be kept locally. All work must be related to the CASA/Volunteer GAL program and invoice must be approved by authorizing authority (i.e. court administrator or his or her delegate) before inclusion in reimbursement request. However, these documents do not need to accompany the invoice to AOC. They should be readily available for audit purposes.
- Attorney – Invoice must identify the specific case for which reimbursement is requested, hours worked, and the hourly rate that was charged. Reimbursement is only for the legal representation of the CASA/Volunteer GAL with regard to a specific case. There is no reimbursement for representation of a minor child. If the CASA/Volunteer GAL has legal representation there must be a court order that: (1) states the need for the representation; and (2) identifies the attorney being appointed to represent the CASA/Volunteer GAL. These documents do not need to accompany the invoice to AOC. They should be readily available for audit purposes.

3. Goods

- Supplies
 - Actual Costs - Supplies should be necessary for the CASA/Volunteer GAL program and may include consumable supplies. Vendor invoices should be kept locally for audit purposes.
 - Costs Allocated by Internal Administrative Rate - Supplies may be allocated, but an internal administrative rate must be documented and approved by the court administrator. This internal administrative rate

must be documented with the formula used to determine the rate. Documentation must be on file and available to AOC and State Auditor. The vendor invoices must also be on file locally.

4. Equipment

- Actual Costs – Reimbursement request does not need to include the vendor invoice if directly related to the program; however, it must be kept locally. Any major purchase must be approved by AOC Project Manager prior to purchase. Major purchase is defined as purchase of an item where the cost is greater than \$500 or where the service/maintenance period on the equipment is greater than one year and could exceed \$500 in total maintenance costs. Vehicle and other high cost items are not allowable purchases.
- The purchase of printers and laptops is allowable within the existing contract allocation as long as the equipment is only provided to perform CASA/Volunteer GAL program work.
- Costs Allocated by an Internal Administrative Rate – Equipment costs may be allocated, but reimbursement request must be documented by an internal administrative rate specific to the county/court and approved by the court administrator or county executive. The internal administrative rate documentation must be on file and available to AOC and State Auditor. The vendor invoice must also be on file.

5. Training

- Reimbursement for attending the annual WACAP program (or CASA program depending on the court's affiliation) and the Children's Justice Conference is provided, not to exceed the published AOC travel and per diem rates. Any other paid training program where attendee is seeking reimbursement must be approved by the AOC Project Manager in advance of the training.

6. Travel

- Travel/Expense Vouchers from staff or volunteers for travel expense reimbursement for child, witness, parent, or other interviews related to a case filed with the court to which volunteer or CASA/Volunteer GAL program staff was assigned. CASA/Volunteer GAL program staff or volunteer may also be reimbursed for travel to and from the annual WACAP program (or CASA program depending on the CASA/VGAL program's affiliation) and the Children's Justice Conference. Travel expenses to any other training programs must be pre-approved by AOC Project Manager, and reimbursement is limited to the published AOC travel and per diem rates.

- *Volunteers* can be reimbursed for meals at the destination per diem rates if in travel status during the full meal period (7-8 a.m. breakfast, noon-1 lunch, 4-5 p.m. dinner). There is no overnight or 3-hours beyond the normal work day “in travel status” requirement for volunteers to qualify for meal, mileage, and ferry reimbursement.
 - Supporting Documentation – All travel reimbursement requests must be kept locally for audit purposes.
 - All travel expenses must be within the travel costs permitted by the AOC at the time of travel.

CASA/Volunteer GAL Program Allocation Process

Each biennium, an appropriation is provided by the Washington State Legislature to the AOC for child advocate program costs.

Allocation of the funding is based on:

1. Caseload data from each county for active DEP cases per year. The caseload includes the following activity docket codes:

- Dependency Petition
- Dependency Review Hearing
- Dependency Review Hearing Order
- Dismissal Hearing
- Disposition Hearing-Use For Case type 7 Cases Only
- Fact Finding Hearing
- Fact-Finding And Disposition Hearing
- First Dependency Review Hearing
- First Dependency Review Hearing Order
- Order Of Dependency
- Order Of Dismissals
- Order Of Disposition
- Order Of Disposition On Dependency
- Order On Review Hearing
- Permanency Planning Hearing
- Permanency Planning Hearing Order
- Petition For Termination Of Parent-Child Relationship
- Review Hearing
- Shelter Care Hearing: Contested
- Shelter Care Hearing: Uncontested
- Shelter Care Orders
- Order Of Continuances
- General Order Code

2. Filings reported by three participating tribes: Kalispel Tribe of Indians, Spokane Tribe of Indians, and Yakama Nation. The data is given to the Comptroller by the AOC Project Manager from the tribes' 6-month reports.

The AOC Comptroller maintains an allocation spreadsheet. The caseload data is used to calculate a percentage of total statewide filings for each county and tribe, based on a moving average of four-year filings of each case type.

The percentages applied to the appropriation amount by fiscal year calculate the allocation amounts available to each CASA/Volunteer GAL program.

Audit Process

The AOC Comptroller will periodically audit CASA/Volunteer GAL program reimbursement requests to ensure requests are supported.

Each year, the AOC Comptroller will randomly select several courts/counties for audit. On-site audits are not required by the State Auditor's Office (SAO), but the AOC and AOC Comptroller reserve the right to schedule on-site audits if desired or required.

The AOC Comptroller (or designee) will review payroll records, invoices, travel vouchers, and any other records of expenses related to CASA/Volunteer GAL program reimbursement requests. The AOC Comptroller will ensure that expenses detailed on any of these (or other) reimbursement request documents are supported by required approval and signature of appropriate county staff, and that the expenses detailed are in support of the CASA/Volunteer GAL program in that county.

Following this review, the AOC Comptroller (or designee) will provide a signed report to the county and to the AOC CASA/Volunteer GAL program audit file certifying compliance with audit requirements. See next page for sample report.

**State of Washington
Administrative Office of the Courts**

I, [AOC Comptroller name], have reviewed the CASA/Volunteer GAL program reimbursement documents and supporting documentation provided by [county and county designee name] for the time period Fiscal Year [20XX], and do hereby declare that:

- Documentation is in compliance with CASA/Volunteer GAL program cost reimbursement requirements.
- Documentation is not in compliance with CASA/Volunteer GAL program cost reimbursement requirements. The following corrective action must be taken:

Summary/detail of corrective action and completion provided here.

Signed

AOC Comptroller/Designee

Date

CASA/VOLUNTEER GAL PROGRAM MONTHLY DETAIL REPORT EXHIBIT B

Administrative Office of the Courts
(submit monthly with A-19 invoice)

COUNTY/COURT
NAME: _____

MONTH & YEAR: _____

ADMINISTRATIVE

Computer Set-Up
CASA/WACAP Membership Dues

Total \$ _____ -

STAFF/FTE

Salaries
Benefits

Total \$ _____ -

**CONTRACTS/
SERVICE DELIVERY**

Advertising

Total \$ _____ -

GOODS/SERVICES

- Supplies
- Communication (Telephone/Postage)
- Other (Computer/Licenses)

Total \$ _____ -

TRAVEL

- Mileage
- Per Diem
- Other (Registrations fees)

Total \$ _____ -

GRAND TOTAL

\$ _____ -

Dated this ___ day of _____ 2023.

ATTEST:

**BOARD OF COMMISSIONERS
SKAMANIA COUNTY, WASHINGTON**

Richard Mahar, Chairman

T.W. Lannen, Commissioner

Lisa Sackos, Clerk of the Board


Asa Leckie, Commissioner

Approved as to form only:

Adam Kick,
Skamania County Prosecuting Attorney

Aye _____
Nay _____
Abstain _____
Absent _____

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	<u>Superior Court</u> Department	 Signature
<u>AGENDA DATE</u>	9/19/23	
<u>SUBJECT</u>	2023 Renewal of VGAL Program Attorney services contract	

SUMMARY/BACKGROUND

Christopher Lanz to provide attorney services and support to VGAL Program for Skamania County Superior Court.

FISCAL IMPACT

\$6,000 annual contract. Reimbursement of \$3600 by State VGAL Program, remainder to be paid by County.

RECOMMENDATION

Review and Approve Contract

LIST ATTACHMENTS

2023 VGAL Program attorney services Renewal Contract

2024

**CONTRACT FOR LEGAL CONSULTATION AND
REPRESENTATION FOR THE VGAL PROGRAM
OF SKAMANIA COUNTY, WASHINGTON**

THIS AGREEMENT is made and entered into this 7th day of September, 2023, by and between the Skamania County Volunteer Guardian Ad Litem Program, hereinafter referred to as VGAL Program, and CHRISTOPHER R. LANZ, an attorney licensed to practice law in the State of Washington and an independent contractor.

WHEREAS, Christopher R. Lanz is licensed to practice law within the State of Washington and has agreed to provide his services in support of the VGAL Program in dependency cases and related activities,

NOW THEREFORE, it is agreed as follows:

1. **Term of Contract.** The term of this contract is September 1st through August 31st of the next year, starting September 1, 2023. Unless either party expresses to the other party a desire to not renew the terms of this contract for the next term of contract by August 1st of that calendar year, the terms of this contract shall automatically be renewed for a new contract period terminating on August 31st of the following year.
2. **Duties of VGAL Program.**
 - a. VGAL Program shall pay Mr. Lanz the sum of SIX THOUSAND and 00/100 Dollars (\$6,000.00) for the term of the contract in monthly payments of FIVE HUNDRED and 00/100 Dollars (\$500.00), commencing on September 30, 2023.
 - b. VGAL Program agrees to provide for Mr. Lanz access to all VGAL Program case records for the purpose of consultation and representation and to make available consultation time with the Program Director, Program Coordinators, and Volunteers.
3. **Duties of Mr. Lanz.**
 - a. Consultation for the VGAL Program Director, Program Staff, and VGALs regarding specific cases and general legal issues related to Dependencies and legal actions related to Dependent children.
 - b. Initial and on-going training of VGALs in such areas as Washington State Child Abuse and Dependency Statutes, the judicial system, courtroom procedure, and testifying.
 - c. Support of VGALs and staff in the court setting as requested.
 - d. Representation and advocacy for the VGAL Program in the broader community setting.
 - e. Coverage as requested of the VGAL Program's involvement in the Dependency docket or other courtroom settings.
 - f. Written tracking of hours and services provided to the Program Director monthly.

g. Christopher R. Lanz will be solely responsible for remittance of all taxes to appropriate authorities, including, but not limited to, payment of Social Security Taxes (FICA), and Federal Income Tax. No health insurance or other benefits will be provided.

4. **Guardian Ad Litem.** It is understood that Mr. Lanz is deemed to be a Guardian Ad Litem as set forth in Revised Code of Washington (RCW) 13.34.100 and RCW 13.34.105, and that Mr. Lanz is a sworn officer of the Superior Court of the State of Washington.

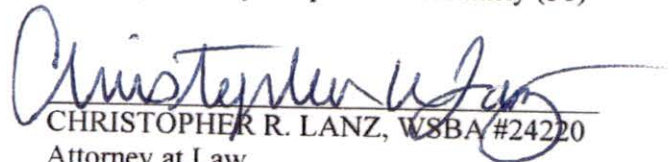
5. **Hold Harmless.** The parties agree to hold (the other) harmless because of alleged negligence or intentional misconduct. Christopher R. Lanz will maintain appropriate mal-practice liability insurance and will indemnify Skamania County, the Skamania County VGAL Program, and the public officials, employees or volunteers of Skamania County from any claims whatsoever arising from his performance of this contract.


6. **Non-assignability.** Mr. Lanz shall not assign this contract or any duties hereunder without first obtaining written consent of VGAL Program. VGAL Program retains the right to request pro bono or paid services from the legal community in special situations, ie. Conflict of interest, unexpected case increase, or Mr. Lanz's unavailability.

7 **Termination.** This contract may be terminated at any time by the parties with thirty (30) days notice.

Dated: 2/7/2023

Dated: 9/7/2023


CHRISTOPHER R. LANZ, W8BA #24220
Attorney at Law



RANDALL C. KROG, Judge
Skamania County Superior Court

Dated this ___ day of _____ 2023.

ATTEST:

**BOARD OF COMMISSIONERS
SKAMANIA COUNTY, WASHINGTON**

Richard Mahar, Chairman

T.W. Lannen, Commissioner

Lisa Sackos, Clerk of the Board


Asa Leckie, Commissioner

Approved as to form only:

Adam Kick,
Skamania County Prosecuting Attorney

Aye _____
Nay _____
Abstain _____
Absent _____

COMMISSIONER'S MOTION ACTION AGENDA ITEM

<u>SUBMITTED BY</u>	<u>Human Resources</u> Department	 Signature
<u>AGENDA DATE</u>	<u>09/19/2023</u>	
<u>SUBJECT</u>	<u>Request to combine two part time positions.</u>	
<u>ACTION REQUESTED</u>	<u>Please approve the request to combine two 59% positions into one 80% position. Please approve effective October 1, 2023.</u>	

SUMMARY/BACKGROUND

The Senior Services department is requesting to combine two 59% Bus Driver positions into one 80% FTE. There is a 59% driver retiring in October of 2023. The Human Resources department has been actively advertising for on-call drivers without any prevail. The department is in desperate need of drivers and services are based on fee-for-service.

FISCAL IMPACT

Funds will not affect Current Expense. Grant funded.

RECOMMENDATION

Please approve the combining of two part time driver positions into one 80% FTE

LIST ATTACHMENTS

Bus Driver II job Description and payroll spread sheet.

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

JOB DESCRIPTION

**TITLE: BUS DRIVER II
SENIOR SERVICES**

FLSA STATUS: Non-Exempt
Approved: 10-97; 8/10
Revised: 1/03; 10/03, 5/09, 8/10; 12/17,
1/22
Range: 15

SUMMARY

Provides transportation services for qualified residents of Skamania County through the Skamania County Senior Services Department. Responsibilities include the safe operation of buses and/or other vehicles, adherence to schedules, and the courteous treatment of passengers. This position is an Federal Transportation Administration safety sensitive position.

ESSENTIAL FUNCTIONS

Safely drives buses and vans to transport the elderly, disabled and general public of Skamania County.

Receives route sheet from the office, including any special instructions. Records data concerning transportation route.

Maintains established time schedules for each day, allowing for flexibility if unusual circumstances occur.

Provides client assistance on and off of the bus and/or other vehicle. Assures that the client reaches his/her destination in a safe manner. Carries packages and other items as necessary for the client.

Performs minor maintenance on buses and other vehicles as needed. Maintains the cleanliness of the buses and other vehicles used for transporting clients.

Maintains accurate records of mileage, fuel, and oil consumption, passenger count and destination, and program counts.

Performs one or more of the following functions as assigned.

- Drives transit bus as scheduled between Skamania County and the Transit Center in Vancouver
- Assists bookkeeper in matching route sheets to vehicle records, and distributing costs to programs based on route sheet data.

PERIPHERAL FUNCTIONS

Assists clients with errands and other needs within the scope of allowable services.

Delivers meals to senior citizens in their homes.

Continuously assesses home environments for the safety and health of the client.

Performs other duties as assigned.

KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of the local service area (streets, highways, and roads) for which transportation is provided, as well as a general knowledge of the location of medical facilities in metropolitan areas.

Knowledge of the operational and minor maintenance requirements of vehicles and the ability to perform such.

Demonstrated skill in the operation of a motorized vehicle in a variety of weather conditions.

Skill in training other drivers as needed.

Skill in preparing clear, accurate records and reports related to the position.

Skill in public relations.

Ability to assess situations and/or circumstances and determine the appropriate course of action.

Ability to operate wheelchair ramps and lifts.

Ability to consistently meet strict time schedules.

Ability to read and interpret maps.

Ability to maintain a professional demeanor under sometimes-stressful circumstances.

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

Ability to converse with senior citizens, disabled citizens and the public in a patient and courteous manner.

Ability to establish and maintain professional working relationships with senior citizens, disabled citizens, county staff, and the general public.

Ability to maintain confidentiality.

EDUCATION AND EXPERIENCE

One year of experience driving and transporting passengers in a van, bus, or other vehicle and the demonstrated safe performance of such in a variety of weather conditions.

LICENSES/CERTIFICATES

Must have a valid State driver's license and a valid Commercial Driver's License, in coordination with an approved driving record from the Department of Motor Vehicles.

First Aid and CPR certification required.

WORKING CONDITIONS

Work is performed primarily in a vehicle obtaining and transporting passengers. Driving in various weather conditions is a requirement of the position.

As an FTA safety sensitive position, this position is covered under the Skamania County Drug and Alcohol policies and procedures that requires pre-hire, post accident and random testing.

PHYSICAL REQUIREMENTS

The duties of the above position require the physical ability to safely assist passengers and/or maneuver wheelchairs throughout the course of the transportation service. Other physical requirements include driving, sitting, walking, pushing, pulling, stooping, bending, reaching, twisting, and the ability to lift up to 40 pounds. Requires finger dexterity, sense of touch, gripping with fingers and hands; ability to see, hear voice conversation, and to speak.

The statements contained herein reflect general details as necessary to describe the essential functions of this job, the level of knowledge and skills typically required, and the scope of responsibility, but should not be considered an all-inclusive listing of work requirements. Individuals may perform other duties as assigned, including work in other functional areas to cover absences or relief, to equalize peak work periods, or otherwise to balance the workload.

It is the policy of Skamania County to not discriminate against any person with regard to race, color, religion, sex, age, national origin, marital status, or physical/mental disability.

0010.### - DEPT		SALARY AND BENEFITS CALCULATIONS FOR 2024 BUDGET															
Position	Range/Step	Yearly Salary (100)	Overtime (105)	Longevity (100)	DRS Rate	Retirement (205)	**Health Benefits (210)	Fica Rate	Fica Total	PFML %	PFML Total	Medi Rate	Medi Total	Labor & Industry	* L&I Total (2080+OT)	Payroll Taxes (215)	Total
59% part time driver	13/5	\$26,948				\$0		6.20%	\$1,671	0.20%	\$54	1.45%	\$391	1.2507	\$2,601	\$4,717	\$31,665
59% part time driver	15/2	\$25,729				\$0		6.20%	\$1,595	0.20%	\$51	1.45%	\$373	1.2507	\$2,601	\$4,621	\$30,350
						\$0		6.20%	\$0	0.20%	\$0	1.45%	\$0		\$0	\$0	\$0
80% FTE driver	15/2	\$34,887			9.39%	\$3,276	\$18,900	6.20%	\$2,163	0.20%	\$70	1.45%	\$506	1.2507	\$2,601	\$5,340	\$62,403
						\$0		6.20%	\$0	0.20%	\$0	1.45%	\$0		\$0	\$0	\$0
						\$0		6.20%	\$0	0.20%	\$0	1.45%	\$0		\$0	\$0	\$0
						\$0		6.20%	\$0	0.20%	\$0	1.45%	\$0		\$0	\$0	\$0
						\$0		6.20%	\$0	0.20%	\$0	1.45%	\$0		\$0	\$0	\$0
						\$0		6.20%	\$0	0.20%	\$0	1.45%	\$0		\$0	\$0	\$0
						\$0		6.20%	\$0	0.20%	\$0	1.45%	\$0		\$0	\$0	\$0
						\$0		6.20%	\$0	0.20%	\$0	1.45%	\$0		\$0	\$0	\$0
						\$0		6.20%	\$0	0.20%	\$0	1.45%	\$0		\$0	\$0	\$0
						\$0		6.20%	\$0	0.20%	\$0	1.45%	\$0		\$0	\$0	\$0
						\$0		6.20%	\$0	0.20%	\$0	1.45%	\$0		\$0	\$0	\$0
						\$0		6.20%	\$0	0.20%	\$0	1.45%	\$0		\$0	\$0	\$0
Total		\$87,564	\$0	\$0		\$3,276	\$18,900		\$5,429		\$175		\$1,270		\$7,804	\$14,678	\$124,418

Vac/Ret Cashout	\$0			\$0		6.20%	\$0	0.20%	\$0	1.45%	\$0		\$0		\$0	\$0	\$0
Boot Allow	\$0			\$0		6.20%	\$0	0.20%	\$0	1.45%	\$0		\$0		\$0	\$0	\$0
TOTAL	\$87,564	\$0	\$0	\$3,276	\$18,900.00		\$5,429		\$175		\$1,270		\$7,804	\$14,678	\$124,418		


VACATION/RETIREMENT CASH OUT (100)	
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
Total	\$0

NOTES:

Note: L&I totals do not include OT hours. If you anticipate an employee having OT hours, you need to adjust the formula.

2022 Tot Pay Budget	2023 Tot Pay Budg Rqst
\$0	\$124,418
Difference	\$124,418
*** Payroll Budget only***	

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	<u>Public Works</u> Department	 Signature
<u>AGENDA DATE</u>	<u>9-19-2023</u>	
<u>SUBJECT</u>	<u>Community Development restructure</u>	
<u>ACTION REQUESTED</u>	<u>Authorize the Public Works Director to hire another entry-level Planner and update job descriptions for other positions</u>	

SUMMARY/BACKGROUND

Staffing shortages and transitions have been an issue in Community Development since late 2022. In January the BOCC moved Community Development under the supervision of the Public Works Director as a short-term solution. The position of Assistant Director was authorized and has been advertised for many months with no applications. The Public Works Director has attempted to recruit qualified candidates with no success. At this time, we would like to hire an entry-level Planner with the long-term plan being to promote from within to Assistant Director. This will give us relief from the current workload. We will also split some of the Community Development duties among current staff.

FISCAL IMPACT

No new fiscal impacts

RECOMMENDATION

I recommend the board move to authorize the Public Works Directors to restructure Community Development positions and hire an entry-level Planner.

LIST ATTACHMENTS

Dated this _____ day of _____ 2023.

ATTEST:

**BOARD OF COMMISSIONERS
SKAMANIA COUNTY, WASHINGTON**

T.W. Lannen, Chairman

Richard Mahar, Commissioner

Lisa Sackos, Clerk of the Board

Asa Leckie, Commissioner

Aye _____
Nay _____
Abstain _____
Absent _____

RESOLUTION 2023-28

(Supplemental Budget #3 for 2023 budget for various funds)

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

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

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

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

BE IT FINALLY RESOLVED that the Clerk of the Board is hereby directed to give due notice of a public hearing upon this resolution for adoption on the 19th of September, 2023 at 5:30 o'clock p.m. or shortly thereafter.

PASSED IN REGULAR SESSION this 29th day of August, 2023.

ATTEST:




Lisa Sackos, Clerk of the Board

SKAMANIA COUNTY, WASHINGTON


T.W. Lannen, Chairman


Richard Mahar, Commissioner


Asa Leckie, Commissioner

RESOLUTION NO. 2023-28 IS HEREBY APPROVED AND ADOPTED in regular session this 19th day of September 2023 upon public hearing having been held in accordance with the laws of the State of Washington.

**BOARD OF COMMISSIONERS
SKAMANIA COUNTY, WASHINGTON**

ATTEST:

T.W. Lannen, Chairman

Richard Mahar, Commissioner

Lisa Sackos, Clerk of the Board

Asa Leckie, Commissioner

APPROVED AS TO FORM ONLY:

Adam Kick, Prosecuting Attorney

For _____
Against _____
Abstain _____
Absent _____

Resolution 2023-28
Supplemental Budget #3 Explanation
Attachment A
Public Hearing
September 19, 2023 - 5:30 p.m.

The total Current Expense spending authority requested for this supplemental not covered by increased revenues or other budget offsets is \$60,153.00.

Year to date funds requested by supplemental from Current Expense is \$218,096.00

\$19,391 – Requesting to fill the vacant Probation Clerk position. (Offset - Current Expense Non-Departmental Revenues)

\$2400 – Need to increase the overtime funds available for the Probation Department. (Offset – Current Expense Non-Department Revenues)

\$35,062 – Addition of HR Specialist to train before HR Administrator retires. (Offset – Current Expense Non-Departmental Revenues)

\$3,300 – The Law Library isn't bringing in enough funds to support itself. We need to process an operating transfer to the fund to cover expenses. (Offset – Current Expense Non-Departmental Revenues)

\$3,300 – Law Library needs a transfer in from CE to pay for communication subscription to Thompson West.

\$88,490 – Community Health is requesting to transfer approved spending authority from Public Health Capital Improvement "Buildings" to Capital Improvements "Other" for additional costs associated with parking additions at the Hegewald Center.

\$39,542.39 – Funds have started coming in for the Opioid Settlements. Would like to capture the revenue and plan for the possibility of spending some of the funding.

\$55,473.81 – Seniors received unexpected Hunger Relief funding from AAADSW for nutrition programs.

\$5000 – DNR/GNA Forester would like to move spending authority down into fuel consumed for gas purchases.

\$160,000 – Solid Waste ordered a backhoe last year, but it didn't get delivered until 2023. This was not added to the 2023 budget so we will use ending restricted cash from the Enterprise fund to cover the cost.

\$6,597.81 – ER&R Noxious Weed needs more spending authority to cover it's needs for 2023. They will move money over from the ending dedicated cash line to cover the addition as well as increased revenue from ending cash.

**ATTACHMENT A - RESOLUTION 2023-28
Supplemental Budget #3 to 2023 Budget**

Year to Date funds requested from Current Expense (Not covered by increased departmental revenues)	\$ 218,096.00
Total Needed from Current Expense for this supplemental (Included in YTD Total above)	\$ 60,153.00

Current Expense Funds

Non-Departmental Revenues	0010.380.308.910.000	Unassigned Beginning Cash	\$ 19,391.00
Probation	0010.240.523.300.100	Probation Clerk Salaries and Wages	\$ 12,033.00
	0010.240.523.300.205	Probation Clerk Retirement	\$ 1,257.00
	0010.240.523.300.210	Probation Clerk Health Benefits	\$ 4,776.00
	0010.240.523.300.215	Probation Clerk Payroll Taxes	\$ 1,325.00
			<hr/> \$ 19,391.00
Non-Departmental Revenues	0010.380.308.910.000	Unassigned Beginning Cash	\$ 2,400.00
Probation	0010.240.523.300.105	Overtime	\$ 2,400.00
Non-Departmental Revenues	0010.380.308.910.000	Unassigned Beginning Cash	\$ 35,062.00
Human Resources	0010.351.518.100.100	HR Salaries	\$ 12,161.00
	0010.351.518.100.205	HR Retirement	\$ 1,261.00
	0010.351.518.100.210	HR Health Benefits	\$ 3,573.00
	0010.351.518.100.215	HR Payroll Taxes	\$ 909.00
	0010.351.519.000.100	Risk Management Salaries	\$ 3,750.00
	0010.351.519.000.205	Risk Management Retirement	\$ 525.00
	0010.351.519.000.210	Risk Management Health Benefits	\$ 1,191.00
	0010.351.519.000.215	Risk Management Payroll Taxes	\$ 395.00
	0010.351.521.000.100	LEOFF Salaries	\$ 4,076.00
	0010.351.521.100.205	LEOFF Retirement	\$ 508.00
	0010.351.521.100.210	LEOFF Health Benefits	\$ 6,349.00
	0010.351.521.100.215	LEOFF Payroll Taxes	\$ 364.00
			<hr/> \$ 35,062.00

Current Expense Funds continued

Non-Departmental Revenues	0010.380.308.910.000	Unassigned Beginning Cash	\$	3,300.00
Operating Transfers Out	0010.370.597.000.001	Operating Transfer to Law Library	\$	3,300.00

Special Revenue Funds

Law Library	1050.000.397.000.000	Operating Transfer In	\$	3,300.00
	1050.000.572.200.420	Communication	\$	3,300.00
Community Health	1140.000.594.620.620	PH Building Project	\$	(88,490.00)
	1140.000.595.652.630	PH Paving Project	\$	88,490.00
Opioid Fund	1141.000.369.400.000	Judgements/Settlements Opioids	\$	39,542.39
	1141.000.562.760.410	Substance Use Disorder Prevention and Outreach	\$	39,542.39
Seniors	1160.000.334.046.016	AAADSW Hunger Relief	\$	55,473.81
	1160.000.569.000.311	Non Food Supplies	\$	10,000.00
	1160.000.569.000.313	Food Supplies	\$	40,000.00
	1160.000.569.000.350	Small Tools and Minor Equipment	\$	5,473.81
			<u>\$</u>	<u>55,473.81</u>
DNR/GNA Forester	1281.000.508.310.000	Restricted Ending Cash	\$	(5,000.00)
	1281.000.554.900.320	Fuel Consumed	\$	5,000.00

Enterprise Funds

Solid Waste	4010.000.508.410.000	Restricted Ending Cash	\$	(160,000.00)
	4010.000.594.370.640	Machinery and Equipment	\$	160,000.00

Internal Service Funds

ER&R Noxious Weed	5010.106.308.310.000	Restricted Beginning Cash	\$	322.81
	5010.106.508.310.000	Restricted Ending Cash	\$	(6,275.00)
	5010.106.594.480.640	Vehicle Replacement	\$	6,597.81
			<u>\$</u>	<u>322.81</u>

NOTICE OF PUBLIC HEARING
Before the
Board of Skamania County Commissioners

PURPOSE: Skamania County Board of Commissioners hereby gives notice that a public hearing will be held to consider Resolution 2023-28 Supplemental Budget #3 for 2023 to supplement budgets for various funds due to unanticipated expenditures and revenues unknown at the time of approval of the 2023 Budget.

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

Copies of Supplemental Budget #3 are available to the public, after 1 p.m. on the Wednesday prior to the public hearing in the Commissioners' Office, Room 15, 240 NW Vancouver Avenue, Stevenson, WA.

DATE: Tuesday, September 19th, 2023
TIME: 5:30 p.m.
PLACE: Skamania County Courthouse, Room No. 18 (lower level)
240 NW Vancouver Avenue
Stevenson, WA.

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

1 346 248 7799 US 1 312 626 6799 US

1 646 558 8656 US 1 669 900 9128 US

Meeting ID: 889 0632 1210

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

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

DATED this 29th day of August, 2023.

Lisa Sackos
Clerk of the Board

Publish: September 6th, 2023, and September 13th, 2023

DATE: August 29th, 2023

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

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

Please publish the following documents on the dates indicated:

1. Document: Notice of public hearing to consider Resolution 2023-28, Supplemental Budget #3 for 2023
Publish as: Legal Notice
Publish on: September 6th, 2023, and September 13th, 2023
Send Bill to: Commissioners