

SKAMANIA COUNTY BOARD OF COMMISSIONERS
240 NW Vancouver Ave.
Stevenson, WA 98648
Agenda for January 30th, 2024

Commissioner meetings are open to public attendance with limited available seating. If you would like to attend remotely, you may do so by using the following ZOOM login information:

To Join by Phone with Audio Only, Dial: 1 346 248 7799

Meeting ID: 889 0632 1210

Join Zoom Meeting with Audio and Video: <https://us02web.zoom.us/j/88906321210>

Written comments are accepted until noon on the day before the meeting. If you wish written comments to be listed on the posted agenda, they need to be submitted to the Clerk of the Board by noon on the Wednesday preceding the Tuesday/Wednesday meeting. If written comments are received after noon the day before the meeting, they will be held for the following meeting. Please email comments and public comment questions to the Clerk of the Board at sackos@co.skamania.wa.us. Please note, when a holiday falls on Monday, the regular meeting is held on Wednesday of that week.

Tuesday, January 30th, 2024

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 January 18th, 2024.
2. Minutes for meeting January 23rd, 2024.
3. Interlocal agreement with the Skamania County PUD for radio infrastructure services.
4. Agreement supplemental #2 with Transportation Solutions, Inc. to extend the completion date for the ADA Transition Plan.
5. Contract with renewal with HID Global Corporation for the live scan/fingerprint devices in the Sheriff's Civil Office.
6. Agreement renewal with Brian Bea, PA-C, MPAS for jail health services.

Voucher Approval
Special A/P Run

Meeting Updates

10:00 AM Department Head Reports

10:30 AM Washington Small Business Development Center updates with Business Advisor Lorena Lowell

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.

11:15 AM Forest Service updates with Mt. Adams District Ranger Erin Black

Lunch

1:30 PM Washington Gorge Action Programs updates with Director Leslie Naramore

2:30 PM Workshop with City of Stevenson Administrator Leana Kinley to discuss the Park Plaza Project

3:30 PM Executive Session pursuant to RCW 42.30.110(1)(b), consideration of site selection or acquisition of real estate purchase or lease if likelihood that disclosure would increase price

Adjourn

BOARD OF SKAMANIA COUNTY COMMISSIONERS
ZOOM
Emergency Meeting
Minutes for Meeting of January 18th, 2024

The Commissioners met remotely for an emergency meeting at 2:41 p.m. on Thursday, January 18th, 2024, via Zoom with Commissioner Asa Leckie, Commissioner Richard Mahar, and Commissioner T.W. Lannen, Chair, present. Sheriff Summer Scheyer, Prosecutor Adam Kick, Public Works Director David Waymire, Human Resources Administrator Sara Slack, and Financial Management Administrator Heidi Penner were in attendance remotely via Zoom.

Reports were provided by Sheriff Summer Scheyer and Public Works Director David Waymire.

Commissioner Mahar moved, seconded by Commissioner Lannen, and the motion carried unanimously to approve Resolution 2024-03, declaring a local emergency due to winter storm.

Commissioner Lannen moved, seconded by Commissioner Mahar, and the motion carried unanimously to adjourn the Skamania County Board of Commissioners emergency meeting for Thursday, January 18th, 2024.

The meeting adjourned at 3:03 p.m.

ATTEST:

BOARD OF COMMISSIONERS
SKAMANIA COUNTY, WASHINGTON

Asa Leckie, Chairman

Richard Mahar, Commissioner

Lisa Sackos, Clerk of the Board

T.W. Lannen, Commissioner

BOARD OF SKAMANIA COUNTY COMMISSIONERS
Skamania County Courthouse
240 NW Vancouver Ave. Lower Level, Room 18
Stevenson, WA 98648
Minutes for Meeting of January 23rd, 2024

The Board met for a staff meeting at 9:00 a.m. in the Commissioners' Meeting Room on Tuesday, January 23rd, 2024. Commissioners T.W. Lannen, Richard Mahar, and Asa Leckie, Chair, were present. Reports were presented by Senior Services Program Manager Sophie Miller, Community Events and Recreation Manager Alex Hays, Probation Officer Chris Wood, Human Resources Administrator Sara Slack, Financial Management Administrator Heidi Penner, and Clerk of the Board Lisa Sackos.

The meeting recessed at 9:14 a.m.

The Commissioners' business meeting was called to order at 9:30 a.m. on Tuesday, January 23rd, 2024, at the Commissioners' Meeting Room, 240 NW Vancouver Avenue in Stevenson, Washington with Commissioners T.W. Lannen, Commissioner Richard Mahar, and Commissioner Asa Leckie, Chair, present.

The Pledge of the Allegiance was led by Lisa Sackos, Clerk of the Board.

Public comment was provided by Mary Repar, Stevenson resident, regarding general, public accessibility during winter weather.

Commissioner Leckie, Chair, pulled items number two from the Consent Agenda. Commissioner Lannen moved, seconded by Commissioner Mahar, and the motion carried unanimously to approve the Consent Agenda as follows:

1. Minutes for meeting January 9th, 2024.
2. ~~Contract renewal with Skamania County Economic Development Council to promote and support economic development with Skamania County.~~
3. Contract with CFM Advocates to provide state government lobbying services.
4. Contract with Washington State University Extension to provide Cooperative Extension services to Skamania County.
5. Annual Treasurer's 2023 Tax Roll Cancellation Report.
6. Interlocal agreement with City of Stevenson for promotion and operation of events in Stevenson, Washington to attract tourists.
7. Contract with Skamania County Chamber of Commerce for 2024 lodging tax funds to promote tourism.
8. Approve publication of ADA Barriers Survey on County webpage.
9. Contract amendment #1 with Michael Baker International to reflect 12 months of data hosting.
10. Authorize the Sheriff's Office to purchase two multi-band radios for new patrol vehicles.
11. Agreement with Vancouver Police Department to transfer Canine Remi and equipment.
12. Authorize the Sheriff's Office to purchase new rifles, magazines, and optic.
13. Agreement renewal with the Washington State Military Department for the Emergency Management Performance grant.

Commissioner Mahar moved, seconded by Commissioner Lannen, and the motion carried unanimously to approve vouchers for the period dated January 17th, 2024, totaling \$517,059.80 with the Current Expense amount of \$188,873.22, covering warrant numbers 196271 through 196364.

Commissioner Mahar moved, seconded by Commissioner Lannen, and the motion carried unanimously to approve vouchers for the period dated January 23rd, 2024, totaling \$23,878.57 with the Current Expense amount of \$18,543.87, covering warrant numbers 196365 through 196381.

Commissioner Lannen moved, seconded by Commissioner Mahar, and the motion carried unanimously to approve payroll for the period of January 1st, 2024, through January 15th, 2024, in the total amount of \$704,319.33 with \$405,357.83 being Current Expense, covering warrant numbers 44494 through 44513 and direct deposit numbers 80793 through 80969.

Commissioner Mahar moved, seconded by Commissioner Lannen, to table the agenda item to appoint Lucy Lauser as a Government Representative to the Homeless Housing Council. Commissioner Mahar rescinded his original motion then moved, seconded by Commissioner Lannen, to pull the agenda item to appoint Lucy Lauser as a Government Representative to the Homeless Housing Council. The motion carried unanimously.

Commissioner Lannen moved, seconded by Commissioner Mahar, and the motion carried unanimously to approve the application from Skamania County to use .09 funds for the 2024 contract with Skamania County Economic Development Council.

Commissioner Lannen moved, seconded by Commissioner Mahar, and the motion carried unanimously to approve the application from Skamania County to approve the contract renewal with Skamania County Economic Development Council to promote and support economic development with Skamania County.

Commissioner Mahar moved, seconded by Commissioner Lannen, and the motion carried unanimously to approve the Natural Resource Technician positions at 75% with pay range 16, effective March 1st, 2024.

Commissioner Mahar reported on various meetings he attended.

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 the status of the Hegewald Center, building expansion, Behavioral Health, Public Health, Developmental Disabilities, and Housing.

Commissioner Mahar continued reporting on meetings he attended.

The Board met with Human Resources Administrator Sara Slack for Safety Committee reports:

- Commissioner Lannen moved, seconded by Commissioner Mahar, and the motion carried unanimously to approve 2023-E-15 and agree with the Supervisor and Safety Committee that this was a preventable accident.

- Commissioner Mahar moved, seconded by Commissioner Lannen, and the motion carried unanimously to approve 2023-E-16 and agree with the Supervisor and Safety Committee that this was unpreventable.
- Commissioner Lannen moved, seconded by Commissioner Mahar, and the motion carried unanimously to approve 2023-E-17 and agree with the Supervisor and Safety Committee that this was preventable.

The meeting recessed at 10:42 a.m. and reconvened the same day at 11:00 a.m. with Commissioner T.W. Lannen, Commissioner Richard Mahar, and Commissioner Asa Leckie, Chair, present.

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

The meeting recessed at 11:11 a.m. and reconvened the same day at 1:31 p.m. with Commissioner T.W. Lannen, Commissioner Richard Mahar, and Commissioner Asa Leckie, Chair, present.

The Board met in a workshop with Community Events Program Manager Alex Hays to discuss rental rate increases.

The meeting recessed at 2:10 p.m. and reconvened the same day at 2:16 p.m. with Commissioner T.W. Lannen, Commissioner Richard Mahar, and Commissioner Asa Leckie, Chair, present.

The Board met with Columbia Gorge Commission Executive Director Krystyna Wolniakowski, and Columbia Gorge National Scenic Area Forest Supervisor Donna Mickley for updates.

Commissioner Lannen moved, seconded by Commissioner Mahar, and the motion carried unanimously to approve the letter to Vanessa Countryman, Secretary of the Securities and Exchange Commission, in opposition to the attempt by the New York Stock Exchange to create natural asset companies.

Commissioner Lannen and Commissioner Leckie reported on various meetings they attended.

Commissioner Mahar moved, seconded by Commissioner Lannen, and the motion carried unanimously to adjourn the Skamania County Board of Commissioners meeting for Tuesday, January 23rd, 2024.

The meeting adjourned at 2:54 p.m.

ATTEST:

**BOARD OF COMMISSIONERS
SKAMANIA COUNTY, WASHINGTON**


Asa Leckie, Chair

Richard Mahar, Commissioner

Lisa Sackos, Clerk of the Board

T.W. Lannen, Commissioner

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	Public Works Department	
<u>AGENDA DATE</u>	1/30/2024	Signature
<u>SUBJECT</u>	Inter-Local Agreement	
<u>ACTION REQUESTED</u>	Approve Inter-Local Agreement with Skamania County PUD	

SUMMARY/BACKGROUND

Skamania County Public Works has been requested to allow the use of radio infrastructure to boost the Skamania County PUD radio system. The shared spaces would not impact our current radio operations by adding their equipment. This partnership would allow for potential future infrastructure improvements to be a shared cost with all users including the PUD.

FISCAL IMPACT

This Inter-Local will lower some regular County costs associated with the radio maintenance by spreading the cost to another user.

RECOMMENDATION

I would recommend the board approve this agreement.

LIST ATTACHMENTS

Inter-Local Agreement

**INTERLOCAL AGREEMENT FOR RADIO INFRASTRUCTURE SERVICES
BETWEEN THE SKAMANIA COUNTY PUBLIC UTILITY DISTRICT AND SKAMANIA COUNTY**

THIS AGREEMENT is entered into between the Skamania County Public Utility District (**District**) and Skamania County (**County**) for the purposes hereinafter mentioned.

Witness: It is Hereby covenanted and agreed as follows:

The District desires to contract with the County to provide Radio Infrastructure use and maintenance related to shared radio locations, and; The County, by and through, its Public Works Division, can and is capable of providing access and maintenance services through its current radio maintenance contract, and; The County is willing to provide to the District the above-described service; and; Such contracts are authorized by the provisions of RCW 39.34.010 et seq.,

In consideration of the terms and conditions set forth below it is agreed as follows:

1. County shall provide the Radio Infrastructure access and maintenance services related to these shared locations:
 - a. Access to install equipment at the locations.
 - b. Routine maintenance of the shared equipment at these locations as detailed in Exhibit A.
2. District understands and agrees that these services will be provided and the County vendor who is awarded the Radio Maintenance contract will provide these services.
3. Compensation paid for the services provided by the County shall be based on the maintenance contract amount. The parties agree the shared equipment makes up approximately 40% of the County maintenance contract, and; the additional equipment would make 4 total base radio users at each location. The parties agree the district will pay 25% of the 40% contract fee, which is equal to 10% of the total maintenance contract fee. County will bill the District monthly within fifteen (15) calendar days after the end of the month. Payment by the District will be due within thirty calendar (30) days of the receipt of the invoice.
4. This agreement shall take effect upon signature by the last party signing the same and shall be in full force for the period of **February 1, 2024**, through **December 31, 2033**, unless terminated by one of the parties. This agreement is subject to termination at the discretion of either party upon sixty (60) days written notice, mailed by certified mail or delivered in person, by either party to the other. Termination shall not release any party from liability or obligation concerning any matter arising under this Agreement occurring prior to the effective date of said termination.
5. Each party shall maintain appropriate liability insurance or self-insured coverage to cover potential liabilities arising from this Agreement. Said insurance or self-insured coverage shall have limits of at least \$1,000,000 per occurrence and \$1,000,000 per occurrence/aggregate for property damage.
6. This contract is the entire agreement between the parties and supersedes all previous agreements or understandings between them.
7. This contract shall be governed by and construed under the laws of the State of Washington, and any action brought to enforce the terms of this contract shall be brought in a court of competent jurisdiction located in Skamania County.

8. Copies of this contract shall be filed with Skamania County through the Skamania County Auditor.
9. Intergovernmental Agreement Recitals. This is an interlocal agreement and pursuant to RCW Ch 39.34 the parties make the following representations:
 - a. Duration: see Section 4.
 - b. Organization: no new entity will be created to administer this agreement.
 - c. Purpose: see Recitals.
 - d. Manner of Financing: The District will finance this agreement through their regular budgetary process.
 - e. Termination of Agreement: see above Section 4.
 - f. Other: none.
 - g. Selection of Administrator: Skamania County Public Works Director David Waymire shall be the Administrator for this Interlocal Agreement.
 - h. No real or personal property shall be acquired in connection with this Agreement.

In Witness Whereof, the parties hereto have hereunto set their hands and seals the day and year first above written.

BOARD OF COMMISSIONERS
SKAMANIA COUNTY
PUBLIC UTILITY DISTRICT

BOARD OF COMMISSIONERS
SKAMANIA COUNTY

Chair

Chair

Commissioner

Commissioner

Commissioner

Commissioner

Attest:

Clerk of the Board

APPROVED AS TO FORM ONLY

Prosecuting Attorney

Exhibit A. District/County Shared Equipment

Prime - Courthouse

Prime Site Audio Timing Phasing
Site GPS/Frequency Reference
Prime Site MUX
Battery Bank
Dc Power Supply
PI Distribution Amp
PI Generator
Rx Multicoupling (Dispatch)
Microwave to Dispatch
Racks and Hardware

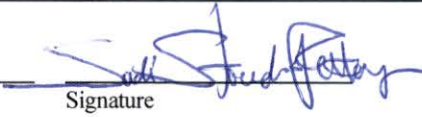
Augspurger Mt.

Site GPS/Frequency Reference
Augspurger Cross Connect MUX
Battery Bank
Dc Power Supply
Racks and Hardware
Microwave to Augspurger

Skamania Mt.

Site GPS/Frequency Reference
Skamania Mtn MUX
Battery Bank
DC Power Supply
Racks and Hardware

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	Public Works Department	 Signature
<u>AGENDA DATE</u>	January 30, 2024	
<u>SUBJECT</u>	<u>ADA Transition Plan Consultant Supplemental Agreement #2</u>	
<u>ACTION REQUESTED</u>	<u>Approve Consultant Supplemental Agreement #2 with Transportation Solutions, Inc.</u>	

SUMMARY/BACKGROUND

An ADA Transition Plan is required to meet the federally mandated Americans with Disabilities Act (ADA) program for public rights-of-way within the county's network. Transportation Solutions, Inc. and Skamania County executed a consultant agreement for the ADA Transition Plan on March 28, 2023. The consultant supplemental agreement #2 extends the contract completion date to July 31, 2024.

Due to the holidays in late 2023, public engagement activities were rescheduled for 2024 to increase the likelihood of public attention and responsiveness. In addition, the draft ADA Transition Plan is scheduled for public review in early May 2024 due to an anticipated final rulemaking in April 2024 by the US Department of Justice on the revised Public Rights of Way Accessibility Guidelines (PROWAG).

FISCAL IMPACT

The consultant supplemental agreement doesn't change the original contract amount of \$45,732.75 to be paid by County Road funds for the ADA Transition plan.

RECOMMENDATION

That the County Board of Commissioners, by motion action, approves and signs the consultant supplemental agreement #2 with Transportation Solutions Inc., that extends the completion date to July 31, 2024, for the ADA Transition Plan.

LIST ATTACHMENTS

Consultant Supplemental Agreement #2



**Washington State
Department of Transportation**

Supplemental Agreement Number <u>02</u>		Organization and Address	
Original Agreement Number ADA23		Transportation Solutions 16932 Woodinville-Redmond Road, Suite A206 Woodinville, WA 98072 Phone: 425-375-3091	
Project Number ADA23	Execution Date 3/28/2023	Completion Date 3/31/2024	
Project Title Skamania County Public Right-of-Way ADA Transition Plan	New Maximum Amount Payable \$45,732.75		
Description of Work Assisting Skamania County in the creation of an ADA Transition Plan to meet the federally mandated Americans with Disabilities Act (ADA) program for public rights-of-way within the county's road network and a Nonmotorized Needs Assessment.			

The Local Agency of Skamania County
desires to supplement the agreement entered in to with Transportation Solutions, Inc.
and executed on 3/28/2023 and identified as Agreement No. ADA23
All provisions in the basic agreement remain in effect except as expressly modified by this supplement.
The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:
No change to the Scope of Work.

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: No change to time for beginning. Extend completion time to 7/31/2024.

III

Section V, PAYMENT, shall be amended as follows:
No change to the Maximum Amount Payable and Exhibit A is not used.

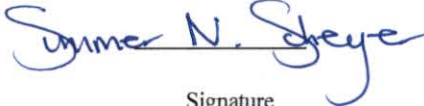
as set forth in the attached Exhibit A, and by this reference made a part of this supplement.
If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate spaces below and return to this office for final action.

By: Victor Salemann, President By: _____

 _____
Consultant Signature Approving Authority Signature

Date

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	<u>Sheriff Office</u>	
<u>AGENDA DATE</u>	Department January 23 th , 2024	Signature
<u>SUBJECT</u>	<u>Service Contract/Agreement Live Scan/Finger Print Devices</u>	
<u>ACTION REQUESTED</u>	Authorize Service Contract/Agreement	

SUMMARY/BACKGROUND

Renewal of the Service Contract/Agreement for The Live Scan/Finger Print Devices at Booking and in the Civil Office.

FISCAL IMPACT

Funds for this Contract will come from Jail Prof Services 0010.250.523.600.411 and Sheriff Prof Services-Admin 0010.230.521.100.410

RECOMMENDATION

By motion action, approve contract by HID Global Corporation.

LIST ATTACHMENTS

See attached Service Contract/Agreement #031867.



Remit Purchase Orders to:

HID Global Corporation
3950 RCA Blvd., Suite 5001
Palm Beach Gardens, FL 33410

Quote Number: SQ-2024-EAT-212816
Revision No.: 1
Quote Date: 01/03/2024
Quote Exp. Date: 04/02/2024

Sales Rep.: Scott Echols
Cell:
Email: scott.echols@hidglobal.com

Customer Bill To:	Skamania County Sheriff Office	Customer Ship To:	Skamania County Sheriff Office
Contact Name:	Robert Itzen	Contact Name:	Robert Itzen
Address:	PO BOX 790 200 VANCOUVER AVE STEVENSON Washington 98648	Address:	200 Vancouver Ave Stevenson Washington

Service Contract Duration:	Service Contract Reference Number:	End User:
01-Jan-2024 - 31-Dec-2024	031867	Skamania County Sheriff Office

#	Item	Description	Qty	Sale Price Each	Extended Sale Price
1	930173-12	CMT ADVANTAGE MAINT, SUBSEQUENT YR 1, HW - GUARDIAN 100, GUARDIAN 200, GUARDIAN 300, DEVICE ONLY DOMESTIC - 12 months - EAT GSA Contract GS-35F-0199R PRICE LIST	2	\$442.88	\$885.76



2	950083-12	CMT ADVANTAGE MAINT, SUBSEQUENT 1 YR, STANDARD CMT SW, LSMS - 12 months - EAT GSA Contract GS-35F-0199R PRICE LIST	2	\$302.87	\$605.74
3	950084-12	CMT ADVANTAGE MAINT, SUBSEQUENT 1 YR, STANDARD CMT SW, LSMS SUBMISSION SOFTWARE - 12 months - EAT GSA Contract GS-35F-0199R PRICE LIST	2	\$101.56	\$203.12
4	930158-12	CMT ADVANTAGE MAINT, SUBSEQUENT 1 YR HW, ALL SYSTEM PERIPHERALS INTEGRATED AND PROVIDED BY CMT, DOMESTIC - 12 months - EAT GSA Contract GS-35F-0199R PRICE LIST	1	\$299.24	\$299.24
TOTAL:					\$1,993.86

IF THE PURCHASER IS AN ELIGIBLE ENTITY AUTHORIZED TO USE GSA SOURCES OF SUPPLY AND SERVICES AND IS PURCHASING THE SPECIFIED ITEMS UNDER HID'S GSA CONTRACT NUMBER GS35F0199R, THE TERMS AND CONDITIONS OF THE GSA CONTRACT NUMBER G35F0199R WILL GOVERN.

FOR ALL OTHER PURCHASERS, UNLESS A SEPARATE WRITTEN AND MUTUALLY EXECUTED AGREEMENT IS CURRENTLY IN FORCE BETWEEN HID AND PURCHASER, PURCHASE OF THE PRODUCTS AND/OR SERVICES LISTED ABOVE IS GOVERNED BY THE APPLICABLE TERMS AND CONDITIONS LOCATED AT: [HTTP://WWW.HIDGLOBAL.COM/SALES-POLICY](http://www.hidglobal.com/sales-policy) ("HID TERMS AND CONDITIONS").

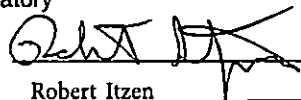
Notes

CN#031867 Covering HW, SW, SWS, PERIPHERAL SN#005024543.I2016, 005027378.I2017, 597JWD2, 6J6NWD2, 5V93VD3 01-Jan-2024 - 31-Dec-2024

Contract Accepted By:

Authorized Signatory

Signature:



Printed Name:

Robert Itzen

Title:

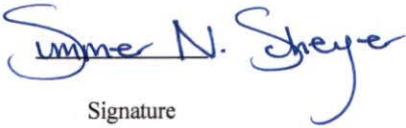
Chief Deputy



Date: 01/22/2024

Please note: when Volume Pricing is quoted, the Discount Percentage will apply to the Quantity Tier ordered, and this may not match the Quantity Tier quoted.

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	<u>Sheriff Office</u>	
<u>AGENDA DATE</u>	Department January 23 th , 2024	Signature
<u>SUBJECT</u>	<u>Jail Health Services Agreement</u>	
<u>ACTION REQUESTED</u>	Authorize Jail Health Services Agreement	

SUMMARY/BACKGROUND

Renewal of the Jail Health Services Agreement with Brian Bea PA-C, MPAS.

FISCAL IMPACT

Funds for this Contract will come from the Prof Services-Jail Account/0010.250

RECOMMENDATION

By motion action, approve contract by Brian Bea PA-C, MPAS.

LIST ATTACHMENTS

See attached Jail Health Services Agreement.

JAIL HEALTH SERVICES AGREEMENT

Brian Bea hereinafter referred to as the “Contractor” and Skamania County, by and through the duly elected Sheriff hereinafter referred to as the “Sheriff” agree to the following:

1. PURPOSE:

The purpose of this agreement is to provide medical care to “the inmates of the Skamania County Jail.

2. RELATIONSHIP:

Except as otherwise provided for in this agreement, the Contractor, through a licensed and duly qualified medical physician, and/or designee, shall be solely responsible for the practice of medicine within the Jail. All medical decisions shall be made by the responsible physician and/or their designee, or through orders, issued and carried out by the Contractor and Sheriff’s personnel. The Sheriff, and/or their designees, shall be solely responsible for the operations of the Jail. The Contractor shall abide by the County’s need for the proper operation of the medical program to comply with these needs.

3. RESPONSIBLE PHYSICIAN:

The Contractor shall provide a licensed and duly qualified medical physician to be responsible for the organization and operation of the County’s medical services pursuant to the agreement. For the purposes of this agreement, the physician will designate and be responsible for a Corrections Health Care Specialist, Brian Bea PA-C, to provide inmates with routine medical services. Verification of current licensing and certification credentials shall be maintained at the Jail.

4. CONTRACT SERVICES:

The Contractor shall provide the following services through the responsible physician and/or the designated Corrections Health Specialist. Actual time spent in the Jail Health Program by Contractor personnel shall be reviewed quarterly with the intent of amending the compensation section of this agreement, if the Contractor’s actual time regularly exceeds that which the parties have anticipated, as set for in Section 7 of this agreement. Services shall be provided by the responsible physician and/or the Corrections Health Care Specialist.

A. Written Procedures. The contractor shall provide written procedures for the following:

1. Receiving Screening
2. Non-emergency medical services

3. Deciding the emergency nature of illness or injury
4. Administering First Aid
5. Detoxification procedures, and
6. Pharmaceuticals

- B. Health Appraisal. The Contractor shall provide and/or review appraisals for each inmate within 10 days of his/her admittance to jail.
- C. Treatment. The Contractor shall provide medical treatment to inmate, as appropriate to the inmates need, as determined by the physician or the Corrections Health Care Specialist. When treatment is provided to an inmate outside of this facility by a trained medical person other than the contractor, written standing orders will be followed. A written individual treatment plan will be developed by a physician for inmates requiring close medical supervision. The plan will include instructions to medical and non-medical personnel in the supervision of these patients. Outside medical procedures shall be at the cost to the county.
- D. Medical Records. Patient medical record files will be maintained separate from the inmates other jail records.
- E. Audits. Quarterly spot audits will be performed by the Contractor on the County's medication management to assure compliance with the Contractor's written standard operating procedures.

5. MEDICAL LIAISON OFFICER;

The County shall, in writing, designate a Medical Liaison Officer to provide the following:

- A. Perform appraisals for all inmates upon admission to the jail.
- B. Maintain first-aid kits under the direction of the Contractor, who shall approve the number, content, location and procedure for the periodic inspection of the kits.
- C. Collect and forward to the Contractor each inmate's medical complaints.
- D. Provide all emergency care including, but not limited to, signed information releases and transfer agreement for dental and medical emergencies.

- E. Maintain personnel trained in first aid, including at least one trained person per shift within sight and sound of the inmates. Training will include procedures for receiving and screening inmates, as well as basic life support cardiopulmonary resuscitation.
- F. Provide medical and dental care outside of the jail when the responsible physician or other designee determines that the health of the inmates would otherwise be adversely affected.
- G. Maintain and provide a medication management policy in accordance with approved written standard operating procedures.
- H. Comply with the provisions of any written individual treatment plan and with the requirements of any medically ordered diet.
- I. Provide required non-consumable medical equipment as deemed necessary by the Contractor to provide basic medical care (to remain in jail).
- J. Provide adequate security to safeguard the Contractor and personnel in the performance of their service.
- K. Notify the Contractor at the time of the Contractor's visit of a need for examination or treatment of inmates requiring the same as identified by the County upon their admission.

7. COMPENSATION:

The parties to the contract anticipate the Contractor will expend no more than 12 hours per month on the average. The County shall pay to the Contractor the flat rate of \$2500.00 per month to perform the services outlined in the agreement. During those times, the Contractor has military obligations and is not able to respond to the jail facility, said Contractor must give reasonable notice, 30 days, to the County. During those times of absence from responding to the jail, the county may seek the assistance of the local hospital or clinic. Monthly payment to the contractor will be prorated until they are able to return to service the jail.

8. INDEMNIFICATION;

- A. It is understood and agreed with the parties in this contract that any issue of professional liability arising from patient care, rendered pursuant to this agreement, shall be resolved between the parties in accordance with Washington State Law. The County and Contractor shall be solely responsible for their expenses connected with any

defense settlement and payment of monetary damage in any accident or claim, which arises out of any willful act, negligence or omission of the Contractor (physician), his her agent and employee.

- B. The Contractor agrees to provide the County with evidence of professional malpractice liability insurance in the amount of \$1,000,000.00.

9. INDEPENDENT CONTRACTOR:

The parties agree the Contractor is an independent contractor and not a servant, agent or employee of the County, and, the Contractor is not subject to the supervision or control of the County and the County is not responsible for the Contractor's conduct. The Contractor will however, adhere to the instructions of the responsible corrections officer with regards to movement of the Contractor within the secure areas of the Skamania County Corrections Facility.

10. NON-COMPLIANCE;

In the event either party fails to perform in accordance with this agreement, the other party may, in addition to its other renders, suspend performance of this agreement until the non-conforming party performs. In any event, the Contractor must give at least 30 days written notice before terminating the agreement.

11. DURATION:

This agreement shall become effective on the 1st day of January 2024 and shall remain in effect until December 31, 2028, or as amended or terminated as provided for herein.

12. AMENDMENT:

This agreement may be amended only by mutual written consent of both parties. All amendments shall be signed by all parties, attached to this agreement, and incorporated by reference.

13. TERMINATION:

Any party may terminate this agreement by giving all other parties at least thirty (30) days written notice setting forth the reason for termination. Any such termination shall require written notification to Skamania County.

14. ATTORNEY FEES:

In the event of any breach of this agreement, the prevailing party, in addition to any other relief that it obtains, shall be entitled to an award of reasonable attorney's fees and costs expended in enforcing the terms of this agreement.

15. ENTIRE CONTRACT:

The parties agree that this agreement is the complete expression of the terms of their agreement and any oral representation or understanding not incorporated herein are excluded.

16. COMPLIANCE WITH LAWS:

The parties agree to fully comply with all applicable Washington State laws, ordinances and regulations, in performance of their responsibilities as set forth in this agreement. Any disputes shall be remedied in Skamania County, Washington.

The Sheriff has sole responsibility for review of this agreement, and other federal and state standards, regulations and laws to determine that this agreement meets those standards, regulations and laws.

DATED this 10th day of January, 2024

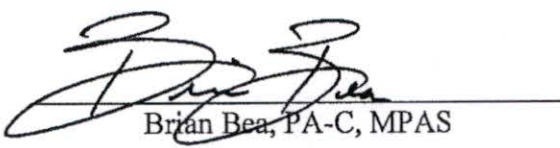
ATTEST:

BOARD OF COUNTY COMMISSIONERS
SKAMANIA COUNTY, WASHINGTON



Rick L Jackson MD

Date: 1-10-24 Time: 1246



Brian Bea, PA-C, MPAS

Date: 1-10-24 Time: 1245

SKAMANIA COUNTY SHERIFF

Summer N. Scheyer 01/23/2024
Sheriff

Checklist FOR LOCAL GOVERNMENTS



The Open Public Meetings Act (OPMA) requires specific steps be taken in order to hold an executive session. Use this checklist to guide your agency’s compliance with the OPMA as it applies to executive sessions. For more information and resources visit mrsc.org/opma.

REQUIREMENT	COMPLETED
<p>Meeting</p> <p>An executive session can only be held as part of a regular or special meeting.</p>	<input type="checkbox"/>
<p>Purpose</p> <p>The presiding officer announces in open session the purpose/topic of the executive session.</p>	<input type="checkbox"/>
<p>End Time</p> <p>The presiding officer announces in open session the time the executive session will end. Note: Announce a specific time – announcing a length of time is not sufficient.</p>	<input type="checkbox"/>
<p>Legal Counsel</p> <p>Legal counsel is present during the executive session, if required.</p>	<input type="checkbox"/>
<p>Confidentiality</p> <p>At the start of the executive session, participants are reminded that discussions are confidential.</p>	<input type="checkbox"/>
<p>Discussion topics for local governments as set forth in RCW 42.30.110(1). (See Notes for Specific Discussion Topics in Practice Tips section.)</p> <ul style="list-style-type: none"> • Matters affecting national security (RCW 42.30.110(1)(a)(i)). • Infrastructure and security of agency computer and telecommunications network (RCW 42.30.110(1)(a)(ii)). Note: Requires presence of legal counsel. • Consideration of site selection or acquisition of real estate purchase or lease if likelihood that disclosure would increase price (RCW 42.30.110(1)(b)). • Consideration of the minimum offering price for sale or lease of real estate if there’s a likelihood that disclosure would decrease the price (RCW 42.30.110(1)(c)). Only minimum price may be discussed; factors influencing price must be discussed in public session. See Columbia Riverkeeper v. Port of Vancouver. Note: Final action selling or leasing public property must also be taken in open session. • Complaints or charges brought against a public officer or employee (RCW 42.30.110(1)(f)). Note: At respondent’s request, discussion must be in open session. • Qualifications of an applicant for public employment (RCW 42.30.110(1)(g)). • Performance of a public employee (RCW 42.30.110(1)(g)). • Qualifications of an applicant/candidate for appointment to elective office (RCW 42.30.110(1)(h)). Any interviews or votes must be held in open session. • Discussions with legal counsel regarding agency enforcement actions (RCW 42.30.110(1)(i)). • Discussion with legal counsel about current or potential litigation (RCW 42.30.110(1)(i)). • Discussion with legal counsel about legal risks of current or proposed action (RCW 42.30.110(1)(i)). 	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

REQUIREMENT	COMPLETED
<p>Minutes</p> <p>The minutes of the regular or special meeting at which the executive session is held states the announced purpose of the executive session.</p>	<input type="checkbox"/>
<p>Extended End Time</p> <p>If the executive session is not completed by the originally announced end time, the presiding officer announces the extended end time in open session before returning to executive session.</p>	<input type="checkbox"/>
<p>Resumption</p> <p>Open session is not resumed until after the announced end time.</p>	<input type="checkbox"/>

MEETING DATE

FORM COMPLETED BY

ATTENDEES

DISCLAIMER: This checklist is meant to provide summary information on executive sessions; the checklist is not intended to be regarded as specific legal advice. Consult with your agency's attorney for guidance on specific situations.