

SKAMANIA COUNTY BOARD OF COMMISSIONERS
240 NW Vancouver Ave.
Stevenson, WA 98648
Agenda for May 14th, 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, May 14th, 2024

9:00 AM Staff Reports

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

Presentation of Certificate of Good Practice to County Engineer Sadi' Stouder-Pettenger & Public Works Director David Waymire

Presentation of Retirement Clock to Deputy Chris Helton

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 April 30th, 2024.
2. Minutes for meeting May 7th, 2024.
3. Contract renewal with Quadient Leasing USA, Inc. for County postage machine and a new iX-5 machine.
4. Local agency federal aid project prospectus for the Washougal Slide Feasibility Study project.
5. Contract with Pye Barker Fire & Safety, LLC for a fire suppression system in the first and second floor Courthouse vaults.
6. Contract with Interior Exterior Specialists, LLC to install a fire suppression system in the first and second floor Courthouse vaults.
7. Appointment of Skamania County Prosecutor Adam Kick to the Opioid Abatement Council as a Skamania County Prosecutor's Office representative.
8. Appointment of Chief Deputy Rob Itzen to the Opioid Abatement Council as a Skamania County Sheriff's Office representative.

Note: Agenda subject to change. Times listed are estimates only. The Commission reserves the right to move agenda items as needed during the meeting, and may add and act on any item not included in the above agenda. If necessary, the Board may hold executive sessions on scheduled meeting days. Meeting minutes and audio recordings may be found at www.skamaniacounty.org.

9. Appointment of Community Health Director Tamara Cissell to the Opioid Abatement Council as a Skamania County Community Health Department representative.
10. Appointment of Public Hospital District Commissioner Dale Grams to the Opioid Abatement Council as a Skamania County Public Hospital District representative.
11. Appointment of One Prevention Alliance Representative Glenn Daman to the Opioid Abatement Council as a One Prevention Alliance representative.
12. Appointment of City of Stevenson Council Member Dave Cox to the Opioid Abatement Council as a City of Stevenson representative.
13. Contract renewal with Truth Verification Service, LLC for polygraph services to court-involved youth being evaluated or placed into the Special Sex Offender Disposition Alternative by Juvenile Court.
14. Memorandum of Understanding with Educational Service District 112 (ESD112), People for People, & NEXT for provide pre-employment transition services for students with disabilities ages 14-21, youth ages 16-24, and adults.
15. Contract with Local Government Practice Group BerryDunn for consulting services.

Voucher Approval

Ordinance 2024-01, Amending SCC Title 15, Chapter 15.18 Flood Damage

Meeting Updates

- | | |
|----------------|---|
| 10:00 AM | Department Head & County Forester Reports |
| 10:30 AM | Workshop to discuss Resolution 2024-07, County ADA Transition Plan |
| | Consideration of adopting Resolution 2024-07, County ADA Transition Plan |
| 11:00 AM | Workshop with Prosecutor Adam Kick to discuss establishing a Courthouse lawn use policy |
| | Lunch |
| 1:30 PM | Board of Health |
| 2:30 PM | Workshop with the City of Stevenson to discuss the Courthouse Plaza Project |
| 5:30 PM | Public Hearing to take public testimony and consider adopting Resolution 2024-04, Supplemental Budget #1 for 2024 Budget |
| | Workshop with Skamania County Fire District Chiefs to discuss the County Fire Plan and fire season preparedness |

Adjourn

Note: Agenda subject to change. Times listed are estimates only. The Commission reserves the right to move agenda items as needed during the meeting, and may add and act on any item not included in the above agenda. If necessary, the Board may hold executive sessions on scheduled meeting days. Meeting minutes and audio recordings may be found at www.skamaniacounty.org.



TO: County Executives and Chairs of Boards of County Commissioners

FROM: Jane Wall, Executive Director

DATE: April 29, 2024

RE: Certificate of Good Practice

It is my pleasure to send you a copy of the enclosed Certificate of Good Practice that was approved by resolution of the County Road Administration Board at its meeting on April 25, 2024. We have mailed the original certificate to your County Engineer as they are required to post it in a publicly accessible location in the Public Works office. We encourage you to acknowledge this great achievement at an appropriate time for recognition should you wish.

A Certificate of Good Practice has been transmitted to the State Treasurer on behalf of your county pursuant to the authority contained in RCW 36.78.090 as shown on the certificate enclosed. This action by the CRABoard will assure the continued distribution of your monthly state gas tax allotment from the Office of the State Treasurer.

On behalf of the members and staff of the CRABoard, I would like to express my appreciation for the cooperation we have received from and through your county engineer's office during the past year.

Enclosure

Cc: County Engineer

A handwritten signature in blue ink that reads "Jane Wall". The signature is fluid and cursive, with the first name "Jane" being more prominent than the last name "Wall".

JANE WALL

Executive Director

RESOLUTION 2024-004

WHEREAS RCW 36.78.090 provides that the County Road Administration Board each year shall transmit to the State Treasurer Certificates of Good Practice on behalf of the counties which during the preceding calendar year have submitted to the State Transportation Commission or to the CRABoard all reports required by law or regulation of the CRABoard and have reasonably complied with provisions of law relating to county road administration and with Standards of Good Practice as formulated and adopted by the Board; and

WHEREAS the County Road Administration Board met on April 25-26, 2024 in Olympia, Washington to make such a determination pursuant to an analysis of annual certification questionnaires in accordance with WAC 136-04 by the counties; and

WHEREAS the County Road Administration Board determined that 35 counties were in compliance with the provisions of RCW 36.78.090 and 4 counties were in conditional compliance as they relate to the issuance of Certificates of Good Practice;

WHEREAS the Director of Highways and Local Programs has certified to CRAB that 36 of 39 counties are current and in compliance with National Bridge Inspection Standards (NBIS). Three counties are currently out of compliance, Asotin, Grays Harbor, and Pierce counties, Pierce being in reasonable compliance for CRAB's purposes, and

WHEREAS 31 of the 39 counties' required submittals were submitted to CRAB by the April 1st deadline. Of the 8 counties missing the deadline, 6 counties had reasonable explanations, complied soon after the deadline and, are considered to be in reasonable compliance. The remaining 2 counties, Clallam and Pacific did not have reasonable explanations and are not considered to be in reasonable compliance.

NOW, THEREFORE, BE IT RESOLVED that a Certificate of Good Practice be transmitted to the State Treasurer on behalf of the following counties:

ADAMS
BENTON
CHELAN
CLARK
COLUMBIA
COWLITZ
DOUGLAS
FERRY
FRANKLIN
GARFIELD
GRANT
ISLAND

JEFFERSON
KING
KITSAP
KITITAS
KLICKITAT
LEWIS
LINCOLN
MASON
OKANOGAN
PEND OREILLE
PIERCE
SAN JUAN

SKAGIT
SKAMANIA
SNOHOMISH
SPOKANE
STEVENS
THURSTON
WAHKIAKUM
WALLA WALLA
WHATCOM
WHITMAN
YAKIMA

CERTIFICATE
OF GOOD PRACTICE

HAS BEEN TRANSMITTED TO THE STATE TREASURER ON BEHALF OF

Skamania County

FOR THE YEAR 2023

Pursuant to the authority contained in RCW 36.78.090 and in recognition of the fact that this county has submitted to the Department of Transportation or to this Board all reports required by law or regulation of the Board; and has reasonably complied with provisions of law relating to county road administration and with the Standards of Good Practice as formulated and adopted by the Board.

APRIL 25, 2024



Rob Coffman
ROB COFFMAN, CHAIR OF THE BOARD

COPY

BOARD OF SKAMANIA COUNTY COMMISSIONERS
Skamania County Courthouse
240 NW Vancouver Ave. Lower Level, Room 18
Stevenson, WA 98648
Minutes for Meeting of April 30th, 2024

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

The Pledge of the Allegiance was led by Skamania County Detective Jeremy Schultz.

Public comment was provided by Mary Repar, Stevenson resident, regarding the Courthouse Plaza Project.

Commissioner Lannen moved, Commissioner Mahar seconded, and the motion carried unanimously to amend the agenda to include a Special A/P Run.

Commissioner Mahar moved, Commissioner Lannen seconded, and the motion carried unanimously to amend the agenda to include the interlocal agreement for dispatch services.

The Board presented a plaque to Superior Court Administrator Pam Bell in recognition of her 25 years of service with Skamania County.

Commissioner Lannen moved, Commissioner Mahar seconded, and the motion carried unanimously to approve the consent agenda as follows:

1. Minutes for meeting April 23rd, 2024.
2. Joint resolution of the Clark County Council and the Klickitat and Skamania Boards of County Commissioners for the appointment of Mary Williams as a trustee of the Fort Vancouver Regional Library District Board.
3. Letters of resignation for Donna Tiffan, Jessica Zimmerman, Emily Higgins, Carol DeLay, Gregg Johnson, and Lydia DeLay from the Klickitat-Skamania Developmental Disability Advisory Board.
4. Agreement amendment with Granicus (GovQA) to include three additional redaction licenses.
5. Agreement amendment with Washington Department of Natural Resources for restoration of the FS-90 road.
6. Contract with Performance Systems Integration for maintenance and upkeep of fire suppression systems.
7. Ten-year lease agreement with Feng Ye, LLC for properties at the Wind River Business Park.
8. Agreement with Fickett Structural Solutions, Inc. for bridge inspection services for 2024.
9. Waiver of Civil Service Interview/Oral Board for Corrections Deputy Katie Wallace.
10. Agreement renewal with Wauna Lake Club to treat Class A species garlic mustard and other noxious weeds.
11. Contract with Lueders Pyrotechnics, LLC for a fireworks show on the 4th of July and during the Skamania County Fair and Timber Carnival.

Commissioner Mahar moved, Commissioner Lannen seconded, and the motion carried unanimously to approve vouchers for the period dated April 30th, 2024, in the total amount of \$149,673.94 with \$68,985.22 being Current Expense, covering warrant numbers 197891 through 197963.

Commissioner Mahar moved, Commissioner Lannen seconded, and the motion carried unanimously to approve a special A/P voucher dated April 30th, 2024, in the total amount of \$24,094.58 with \$6,197.74 being Current Expense, covering warrant numbers 197964.

Commissioner Lannen moved, Commissioner Mahar seconded, and the motion carried unanimously to approve the interlocal agreement with Skamania County Fire Districts 1 through 6, the City of North Bonneville Fire Department, the City of Stevenson Fire Department, and the Skamania Public Hospital District for dispatch services.

The Board reported on various meetings they attended.

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

The Board met for Department Head reports:

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

The meeting recessed at 10:30 a.m. and reconvened the same day at 10:39 a.m. with Commissioners T.W. Lannen, Richard Mahar, and Asa Leckie, Chair, present.

The Board met with Washington Small Business Development Center Regional Manager & Certified Business Advisor Ron Nielsen for updates.

The Board entered into discussion regarding the Lower Columbia Fish Recovery Board and created a list of various topics for discussion at a future meeting.

Commissioner Mahar moved, Commissioner Lannen seconded, and the motion carried unanimously to adjourn the Skamania County Board of Commissioners meeting for Tuesday, April 30th, 2024.

The meeting adjourned at 10:58 a.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 May 7th, 2024

The Commissioners' business meeting was called to order at 9:30 a.m. on May 7th, 2024, at the Commissioners' Meeting Room, 240 NW Vancouver Avenue in Stevenson, WA with Commissioners Richard Mahar, T.W. Lannen, and Asa Leckie, Chair, present.

The Pledge of the Allegiance was led by Cyndi Soliz, Skamania County Noxious Weed Partnership Specialist.

The Board held a moment of silence in remembrance of prior District 3 Commissioner Al McKee.

Public comment was provided by Phillip Watness, retired Editor of the Skamania Pioneer, regarding the Courthouse Plaza Project and the operations of Skamania County.

Public comment was provided by Mary Grode, Skamania County resident, regarding the upcoming Planning Commission meeting.

Public comment was provided by Mary Repar, Stevenson resident, regarding the Courthouse Plaza Project, the Seniors Services cook, and the passing of prior District 3 Commissioner Al McKee.

Commissioner Lannen moved, Commissioner Mahar seconded, and the motion carried unanimously to approve the proclamation for Washington State Association of Counties Executive Director Eric Brian Johnson Day.

Commissioner Lannen moved, Commissioner Mahar seconded, and the motion carried unanimously to approve vouchers for the period dated May 7th, 2024, totaling \$150,845.83 with the Current Expense amount of \$49,074.73, covering warrant numbers 197965 through 198007.

Commissioner Mahar moved, Commissioner Lannen seconded, and the motion carried unanimously to approve payroll for the period of April 16th, 2024, through April 30th, 2024, in the total amount of \$711,038.88 with \$422,269.38 being Current Expense, covering warrant numbers 44656 through 44676 and direct deposit numbers 82046 through 82227.

The Board reported on various meetings they attended.

Commissioner Mahar moved, Commissioner Lannen seconded, the motion carried unanimously to adjourn the Skamania County Board of Commissioners meeting for Tuesday, May 7th, 2024.

The meeting was adjourned at 9:58 a.m.

ATTEST:

BOARD OF COMMISSIONERS
SKAMANIA COUNTY, WASHINGTON

Asa Leckie, Chairman


Richard Mahar, Commissioner

Lisa Sackos, Clerk of the Board

T.W. Lannen, Commissioner

DRAFT

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	Public Works		
	Department		Signature
<u>AGENDA DATE</u>	5/14/24		
<u>SUBJECT</u>	Contract Renewal		
<u>ACTION REQUESTED</u>	Approve and sign Contract		

SUMMARY/BACKGROUND

5-year renewal for County postage machine.

FISCAL IMPACT

Quarterly lease payments for postage equipment, reduced price equipment maintenance to reflect first year free, meter rental, meter resets, postage rate changes, software license/support/subscription fees, delivery, installation and operator training.

RECOMMENDATION

Approve

LIST ATTACHMENTS

Lease Agreement

Customer

Organization	Skamania County Board of Commissioners		
DBA			
Address	PO BOX 1009		
City State Zip	STEVENSON	WA	98648-1009
Phone	(509) 427-3929	Fax	

Purchase Order - Lease

NASPO/ValuePoint Contract #: CTR058809
 and / or
 State Participating Addendum (PA) #:
 15622-02 (WA)

Vendor

Company Name	Quadient Leasing USA Inc. FEDERAL ID# 94-2984524		
Attention	Government Sales	DUNS# 150836872	
Address	478 Wheelers Farms Rd		
City State Zip	Milford	CT	06461
Phone	(866) 448-0045	Fax	(203) 301-2600

Ship To

Organization	Skamania County Board of Commissioners		
Attention	Jennifer Deskin		
Address	PO BOX 1009		
City State Zip	STEVENSON	WA	98648-1009
Phone	(509) 427-3929	Email	deskin@co.skamania.wa.us

P.O. Number	P.O. Date	Requisitioner	Shipped Via	F.O.B. Point	Terms
			Ground	Destination	Quarterly Invoicing

QTY	Unit	Description	Unit Price	Total
60	Months	Lease Payment	\$180.78	\$10,846.80

Lease payment specified above for products listed below includes, as applicable, reduced price equipment maintenance to reflect first year free, meter rental, meter resets, postal rate changes, software license/support/subscription fees, delivery, installation, and operator training.

Products

QTY	Product ID	Description
1	IX5AF	IX-5 Series Base w/ Autofeeder, Sealer, Catch Tray & Ink Cartridge
1	IXWP10	IX Series 10 lb Weighing Platform
1	WP10STDN	10lb Scale Stand for IXWP10, ISWP10 & INWP10

1) Order is governed under the terms and conditions of the NASPO/ValuePoint Master Price Agreement Contract Number CTR058809. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.

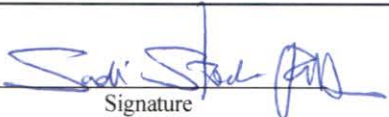
2) Payments will be sent to:
 Quadient Leasing USA, Inc.
 Dept 3682
 PO Box 123682
 Dallas TX 75312-3682

3) Send all correspondence to:
 Quadient Leasing USA, Inc.
 478 Wheelers Farms Rd
 Milford CT 06461
 Phone: 203-301-3400
 Fax: 203-301-2600

 Authorized by Date

 Print Name Title

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	<u>PUBLIC WORKS</u>	
	Department	Signature
<u>AGENDA DATE</u>	May 14, 2024	
<u>SUBJECT</u>	Washougal River Road Feasibility Study	
<u>ACTION REQUESTED</u>	<u>Approve Prospectus for Feasibility Study</u>	

SUMMARY/BACKGROUND

Recurring slide activity on the Washougal River Road at Mile post 13, known as the Fanning Hill Slide Area causes the need for extensive annual maintenance, disrupts traffic, and results in hazards to vehicles, motorcyclists, bicyclists. Skamania County would like to conduct a geotechnical and storm-water analysis, slide monitoring, and engineering feasibility study to see where our next move could be with this slide area.

FISCAL IMPACT

This feasibility study project is fully funded with federal funds using Toll Credits as local match.

RECOMMENDATION

Skamania County Commissioners approve the Washougal River Road Feasibility Study on the Fanning Hill Slide Area.

LIST ATTACHMENTS

- Prospectus on Washougal River Road Feasibility Study

Local Agency Federal Aid Project Prospectus

	Prefix	Route	()		Date	4/16/2024
Federal Aid Project Number					DUNS Number	017330861
Local Agency Project Number			(WSDOT Use Only)		Federal Employer Tax ID Number	91-6001363

Agency Skamania County		CA Agency <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Federal Program Title <input checked="" type="checkbox"/> 20.205 <input type="checkbox"/> Other			
Project Title Washougal Slide Feasibility Study Project			Start Latitude N 45.6219 End Latitude N 45.6252		Start Longitude W -122.1828 End Longitude W -122.1767	
Project Termini From-To MP 12.96 MP 13.34			Nearest City Name Washougal		Project Zip Code (+4) 98671-7122	
Begin Mile Post MP 12.96	End Mile Post MP 13.34	Length of Project 0.38		Award Type <input checked="" type="checkbox"/> Local <input type="checkbox"/> Local Forces <input type="checkbox"/> State <input type="checkbox"/> Railroad		
Route ID 11060	Begin Mile Point MP 12.96	End Mile Point MP 13.34	City Number	County Number 30	County Name Skamania County	
WSDOT Region Southwest Region	Legislative District(s) 17		Congressional District(s) 3		Urban Area Number	

Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)	Federal Funds (Nearest Hundred Dollar)	Phase Start Date	
				Month	Year
P.E.	340000		340000	May	2024
R/W	0.0				
Const.	0.0				
Total	340000		340000		

Description of Existing Facility (Existing Design and Present Condition)

Roadway Width 22'	Number of Lanes 2 lanes
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County road through slide area on Washougal River Road MP 12.96 to MP 13.34.

Description of Proposed Work

Description of Proposed Work (Attach additional sheet(s) if necessary)

Conduct a Geotechnical and storm-water analysis, slide monitoring, and engineering feasibility study. project is fully funded with federal funds using Toll Credits as local match.

Local Agency Contact Person Randy Moline		Title Project Coordinator	Phone 509-427-3915	
Mailing Address PO Box 1009		City Stevenson	State WA	Zip Code 98648

Project Prospectus	By <u>Sadi Shaker-Attary, PE</u> Approving Authority		
	Title <u>County Engineer</u>		Date <u>5/7/2024</u>

Agency Skamania County	Project Title Washougal Slide Feasibility Study Project	Date 4/16/2024
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Type of Proposed Work		
Project Type (Check all that Apply)	Roadway Width 22'	Number of Lanes 2 lanes
<input type="checkbox"/> New Construction <input type="checkbox"/> Path / Trail <input type="checkbox"/> 3-R <input type="checkbox"/> Reconstruction <input type="checkbox"/> Pedestrian / Facilities <input type="checkbox"/> 2-R <input type="checkbox"/> Railroad <input type="checkbox"/> Parking <input checked="" type="checkbox"/> Other <input type="checkbox"/> Bridge		

Geometric Design Data		
Description	Through Route	Crossroad
Federal Functional Classification	<input type="checkbox"/> Urban <input checked="" type="checkbox"/> Rural <input type="checkbox"/> NHS	<input type="checkbox"/> Urban <input type="checkbox"/> Rural <input type="checkbox"/> NHS
	<input type="checkbox"/> Principal Arterial <input type="checkbox"/> Minor Arterial <input type="checkbox"/> Collector <input type="checkbox"/> Major Collector <input checked="" type="checkbox"/> Minor Collector <input type="checkbox"/> Local Access	<input type="checkbox"/> Principal Arterial <input type="checkbox"/> Minor Arterial <input type="checkbox"/> Collector <input type="checkbox"/> Major Collector <input type="checkbox"/> Minor Collector <input checked="" type="checkbox"/> Local Access
Terrain	<input type="checkbox"/> Flat <input checked="" type="checkbox"/> Roll <input type="checkbox"/> Mountain	<input type="checkbox"/> Flat <input checked="" type="checkbox"/> Roll <input type="checkbox"/> Mountain
Posted Speed	25	
Design Speed	30	
Existing ADT	1350	
Design Year ADT		
Design Year		
Design Hourly Volume (DHV)		

Performance of Work		
Preliminary Engineering Will Be Performed By Consultant Contract	Others 94.4 %	Agency 5.6 %
Construction Will Be Performed By N/A	Contract %	Agency %

Environmental Classification	
<input type="checkbox"/> Class I - Environmental Impact Statement (EIS) <input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreement	<input type="checkbox"/> Class II - Categorically Excluded (CE) <input type="checkbox"/> Projects Requiring Documentation (Documented CE)
<input type="checkbox"/> Class III - Environmental Assessment (EA) <input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreements	

Environmental Considerations

NEPA not required for Feasibility Study per email from Jodie Beall 4/9/2024 for this PE Phase.

Dated this 14 day of May 2024.

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

Asa Leckie, Chair

Richard Mahar, Commissioner

T.W. Lannen, 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>	Robert Waymire, Auditor	
	Department	Signature
<u>AGENDA DATE</u>	<u>5/7/2024</u>	
<u>SUBJECT</u>	<u>Pye Barker Fire & Safety contract</u>	
<u>ACTION REQUESTED</u>	<u>Approval of contract</u>	

SUMMARY/BACKGROUND

The Skamania County Auditors office received a grant from the Washington Office of the Secretary of State for \$80,000 for election security. Because the two vaults that we use for elections equipment and files has no protection from fire we chose to equip the vaults with fire suppression systems.

FISCAL IMPACT

This project has not been budgeted. The expected cost to seal and install fire suppression systems in the vaults on Floor 1 and Floor 2 (in the Auditors Office) is approximately \$110,000 of which we have an \$80,000 reimbursable grant from the Washington OSOS; the additional funds will be split between the Commissioners and the Elections Special Revenue fund.

RECOMMENDATION

I ask that the BOCC approve the attached agreement.

LIST ATTACHMENTS

Contract Facesheet
Contract



Pye-Barker Fire & Safety LLC dba/Northwest Fire Suppression
1800 NW 169th Place Suite C600 • 503-644-7720 • CCB 231264 • nwfire.com

March 14, 2024

1 of 3

Skamania County
Mr. Robert Waymire
240 West Vancouver Ave.
Stevenson, WA 98648

Subject: Novec 1230 Clean Agent Fire Suppression System- Lower-Level Vault- Revised 3-14-2024

Robert,

Pye Barker Fire & Safety would like to submit the following budget proposal for Fire Suppression work for the above project.

Records Vault:

- Total approximate volume 7220cubic feet.
- Clean Agent (Novec) shall be deployed in this space via 2 90-degree nozzles from 1–cylinder.
- Hard lid ceiling.
- Smoke detectors will be deployed at the ceiling, two in each beam pocket.
- There will be one exit from the room.
- One manual release and abort station will be provided at the exit from the Vault.
- The proposed location of the new Clean Agent Control Panel will be in the Vault.
- There will be a pending discharge notification device located in the Vault to indicate the initiation of the 30 second countdown timer.
- There will be a post discharge strobe device with signage located on the wall or above the entry door to the Vault.
- The Clean Agent Control Panel will include Alarm, Trouble and Supervisory alarm contacts to be monitored by the Building Fire Alarm System.
- This proposal includes an alarm relay intended to shut down any dampers or fans associated with the Server Room prior to the deployment of the clean agent. Connection to the HVAC equipment to be provided by others.
- This proposal assumes that any HVAC ductwork that serves this room will be equipped with dampers at the perimeter ceiling or walls of the room.

Total Installed Price:

\$39,309.00



Pye-Barker Fire & Safety LLC dba/Northwest Fire Suppression
1800 NW 169th Place Suite C600 • 503-644-7720 • CCB 231264 • nwfire.com

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Clarifications:

1. This budget proposal assumes the wall structure the clean agent cylinders are to be attached is adequate to bear the seismic load of the filled cylinders by use of standard issued manufacturer mounting brackets.
2. This proposal is contingent on approval of routing clean agent piping.
3. To help ensure proper system performance, the Skamania County will have to make allowances for sealing the Server Room. This will include, but not be limited to, HVAC supply/return dampers, door sweeps, weather-stripping, caulking, foam sealant, door holders/closers etc. The room/enclosure sealing is critical to successful Clean Agent System performance.
4. Venting may be required as a condition of proper deployment of clean agent. This venting will be calculated during final design of the clean agent system. Any costs associated with provision/installation of the vent is excluded and is to be provided by others.
5. This budget is contingent that dampers will be placed at all wall and ceiling surfaces to seal the room at the perimeter. If dampers are placed within the ductwork outside of the perimeter of the room, then this will require additional clean agent gas to account for the added volume. This will be provided at an additional charge.
6. Included in this budget is a single room integrity test to confirm and document the air leakage is within design limits. Additional room integrity tests, if required, will cost \$1000.00 each.
7. Included in this budget is system design, submittals, fire suppression permits, installation of detectors, abort switches, manual release switches, panel, release modules, clean agent bypass switches, single room integrity test, pre-testing, and a single final acceptance test for the local authority having jurisdiction.

Excluded from this proposal:

1. Special inspections of anchoring methods, if required.
2. This proposal does not include reserve cylinders.
3. Any work associated with the 120vac dedicated circuit or building alarm interface.
4. Work associated with provision and installation of dampers for venting purposes, if required.
5. Clean Agent discharge testing.
6. Any cost associated with sealing the room for successful room integrity test.
7. Additional detection devices or equipment beyond that listed above.
8. Termination of AHU shutdown circuit wiring at DDC or AHU controllers.
9. Power or termination of Fire/Smoke Damper shutdown control wiring.



Pye-Barker Fire & Safety LLC dba/Northwest Fire Suppression
1800 NW 169th Place Suite C600 • 503-644-7720 • CCB 231264 • nwfire.com

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- 10. Connection of Fire/Smoke Damper units, if applicable.
- 11. Any work outside normal business hours.
- 12. PE or FPE review/stamp
- 13. Costs associated with BIM Modeling.
- 14. Bonds of any kind.

NOTE: We would be happy to provide excluded items at additional cost.

If you have any questions regarding our proposal or scope of work, please contact me at your earliest convenience.

Regards,

Dan Loch

Northwest Fire Suppression, Inc.

Dated this _____ day of _____, 2023.

ATTEST:

**BOARD OF COMMISSIONERS
SKAMANIA COUNTY, WASHINGTON**

Chairman

Commissioner

Clerk of the Board

Commissioner

Approved as to form only:

Skamania County Prosecuting Attorney

Aye _____
Nay _____
Abstain _____
Absent _____



Pye-Barker Fire & Safety LLC dba/Northwest Fire Suppression
1800 NW 169th Place Suite C600 • 503-644-7720 • CCB 231264 • nwfire.com

March 1, 2024

1 of 3

Skamania County
Mr. Robert Waymire
240 West Vancouver Ave.
Stevenson, WA 98648

Subject: Novec 1230 Clean Agent Fire Suppression System Upper-Level Vault R1 3-1-2024

Robert,

Pye Barker Fire & Safety would like to submit the following budget proposal for Fire Suppression work for the above project.

Records Vault:

- Total approximate volume 6150 cubic feet
- Clean Agent (NOVEC 1230) shall be deployed in this space via 90-degree nozzle from 1 cylinder.
- Hard lid ceiling.
- Smoke detectors will be deployed at the ceiling.
- There will be one exit from the room.
- One manual release and abort station will be provided at the exit from the Records Vault.
- The proposed location of new Clean Agent Control Panel will be in the Records Vault.
- There will be a pending discharge notification device located in the Vault to indicate the initiation of the 30 second countdown timer.
- There will be a post discharge strobe device with signage located on the wall or above the entry doors to the Vault.
- The Clean Agent Control Panel will include Alarm, Trouble and Supervisory alarm contacts to be monitored by the Building Fire Alarm System.
- This proposal includes an alarm relay intended to shut down any dampers or fans associated with the Server Room prior to the deployment of the clean agent. Connection to the HVAC equipment to be provided by others.
- This proposal assumes that any HVAC ductwork that serves this room will be equipped with dampers at the perimeter ceiling or walls of the room.

Total Installed Price:

\$37,821.00



Pye-Barker Fire & Safety LLC dba/Northwest Fire Suppression
1800 NW 169th Place Suite C600 • 503-644-7720 • CCB 231264 • nwfire.com

2 of 3

Clarifications:

1. This budget proposal assumes the wall structure the clean agent cylinders are to be attached is adequate to bear the seismic load of the filled cylinders by use of standard issued manufacturer mounting brackets.
2. This proposal is contingent on approval of routing clean agent piping.
3. To help ensure proper system performance, the Skamania County will have to make allowances for sealing the Server Room. This will include, but not be limited to, HVAC supply/return dampers, door sweeps, weather-stripping, caulking, foam sealant, door holders/closers etc. The room/enclosure sealing is critical to successful Clean Agent System performance.
4. Venting may be required as a condition of proper deployment of clean agent. This venting will be calculated during final design of the clean agent system. Any costs associated with provision/installation of the vent is excluded and is to be provided by others.
5. This budget is contingent that dampers will be placed at all wall and ceiling surfaces to seal the room at the perimeter. If dampers are placed within the ductwork outside of the perimeter of the room then this will require additional clean agent gas to account for the added volume. This will be provided at an additional charge.
6. Included in this budget is a single room integrity test to confirm and document the air leakage is within design limits. Additional room integrity tests, if required, will cost \$1000.00 each.
7. Included in this budget is system design, submittals, fire suppression permits, installation of detectors, abort switches, manual release switches, panel, release modules, clean agent bypass switches, single room integrity test, pre-testing, and a single final acceptance test for the local authority having jurisdiction.

Excluded from this proposal:

1. Special inspections of anchoring methods, if required.
2. This proposal does not include reserve cylinders.
3. Any work associated with the 120vac dedicated circuit or building alarm interface.
4. Work associated with provision and installation of dampers for venting purposes, if required.
5. Clean Agent discharge testing.
6. Any cost associated with sealing the room for successful room integrity test.
7. Additional detection devices or equipment beyond that listed above.
8. Termination of AHU shutdown circuit wiring at DDC or AHU controllers.
9. Power or termination of Fire/Smoke Damper shutdown control wiring.



Pye-Barker Fire & Safety LLC dba/Northwest Fire Suppression
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- 10. Connection of Fire/Smoke Damper units, if applicable.
- 11. Any work outside normal business hours.
- 12. PE or FPE review or stamp.
- 13. Costs associated with BIM Modeling.
- 14. Bonds of any kind.

NOTE: We would be happy to provide excluded items at additional cost.

If you have any questions regarding our proposal or scope of work, please contact me at your earliest convenience.

Regards,

Dan Loch

Pye Barker Fire and Safety

Dated this _____ day of _____, 2023.

ATTEST:

**BOARD OF COMMISSIONERS
SKAMANIA COUNTY, WASHINGTON**

Chairman

Commissioner

Clerk of the Board


Commissioner

Approved as to form only:

Skamania County Prosecuting Attorney

Aye _____
Nay _____
Abstain _____
Absent _____

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	Robert Waymire, Auditor	
<u>AGENDA DATE</u>	Department	Signature
	<u>5/14/2024</u>	
<u>SUBJECT</u>	<u>Interior Exterior Specialists contract</u>	
<u>ACTION REQUESTED</u>	<u>Approval of contract</u>	

SUMMARY/BACKGROUND

The Skamania County Auditors office received a grant from the Washington Office of the Secretary of State for \$80,000 for election security. Because the two vaults that we use for elections equipment and files has no protection from fire we chose to equip the vaults with fire suppression systems.

FISCAL IMPACT

This project has not been budgeted. The expected cost to seal and install fire suppression systems in the vaults on Floor 1 and Floor 2 (in the Auditors Office) is approximately \$110,000 of which we have an \$80,000 reimbursable grant from the Washington OSOS; the additional funds will be split between the Commissioners and the Elections Special Revenue fund.

RECOMMENDATION

I ask that the BOCC approve the attached agreement.

LIST ATTACHMENTS

Contract Facesheet
Contract



INTERIOR EXTERIOR SPECIALISTS
COMING TO FINISH, CLEAN & CRYSTALLINE BY DESIGN

PO Box 1370, Wilsonville, OR 97070
3522 Crooked Finger Road NE, Scotts Mills, OR 97375
Ph: (503) 949-8562
UBI#603541170 / WBE/ESB#5158

Contract for Construction Work

This is a contract for construction work to be performed by Interior Exterior Specialists, LLC for Skamania County Courthouse located at 240 Vancouver Ave, Stevenson, WA 98648 in the State of WA made this 29 day of April, 2024.

SCOPE OF WORK

Interior Exterior Specialists shall perform the following work for Skamania County Courthouse, see attached scope letter with work to be performed.

PAYMENT

Skamania County Courthouse agrees to pay in full all invoices supplied for scope of work agreed to in this contract in the amount of \$22,707.00 (Twenty-two thousand seven hundred seven dollars and 00/100). Payments shall be remitted to Interior Exterior Specialists when invoice is submitted and due upon receipt. Invoices for payment should be emailed to: twaymire@ccob.skamania.wa.us

EXPLANATION OF OWNER RIGHTS

1. Consumers have the right to receive the products and services agreed to in the contract.
2. Consumers have the right to resolve disputes through means outlined in the contract.
3. Consumers have the right to file a complaint with the CCB. Any arbitration or mediation clauses in the contract may need to be complied with during the resolution of the CCB complaint.

EXPLANATION OF MEDIATION OR ARBITRATION CLAUSE

An "arbitration or mediation clause" is a written portion of a contract designed to settle how the parties will solve disputes that may arise during, or after the construction project. Arbitration clauses are very important. They may limit a consumer's ability to have their dispute resolved by the Oregon court system or the Oregon Construction Contractors Board.

This contract contains an arbitration or mediation clause.

This contract DOES NOT contain an arbitration or mediation clause.

The Oregon Construction Contractors Board urges consumers to read and understand the entire contract – including any arbitration clause before signing a construction contract. Consumers are not obligated to accept contract terms proposed by the contractor, including arbitration provisions. These may be negotiated to the satisfaction of both parties.

DocuSigned by:
Robert Waymire
571E38B8C7F443C...
Owner
5/1/2024
Date

DocuSigned by:
Joy Wiberg
2A85DF17EB9413...
Joy Wiberg, Member
Interior Exterior Specialists, LLC
5/6/2024
Date



Interior/Exterior Specialists

UBI #603541170

SCOPE LETTER

2/23/2024

Robert Waymire

Skamania County Courthouse – Vault Sealing #108 and #14

Per Job Walk and plans prepared by Harthorne-Hagen-Gross & Associates – Nov 1979. Addenda NONE noted. Quotation is contingent on mutual agreement of terms and conditions of sub-contract, listed conditions and exclusions of this quotation. This Budget Exercise is valid for 30 days.

Scope of Work:

Vault #108

1. Seal MEP Penetrations with a Smoke/Acoustical Sealant.
2. Seal new and accessible gypsum joints with a Smoke/Acoustical Sealant.
3. Metal stud framing/drywall/Level 4 mud & tape finish in front of roll up shades and ceiling to close out these 2 openings.
4. Metal stud framing/drywall/level 4 mud & tape finish to close the plumbing pipe at NE corner of room.
5. Mud patching at holes on east exterior wall.

Vault #14

1. Seal MEP Penetrations with a Smoke/Acoustical Sealant.
2. Seal around sheet metal surrounds with Smoke/Acoustical Sealant.

Metal Framing - Gypsum Wallboard – Smoke/Acoustical Sealant

Cost \$14,543

1. Provide & install light gauge framing in front of roll up shades at east wall.
2. Provide & install (1) layer of 5/8" Drywall, assumed level 4 finish at new framing.
3. Provide & install necessary drywall mud/tape/trims to achieve the proper finish.
4. Provide a white - paintable smoke/acoustical sealant at pipe penetrations.

5. Provide a white - paintable smoke/acoustical sealant at new/accessible gypsum joints.
6. Patch various holes with taping mud. Finish match as close as possible.
7. Provide daily clean-up.

Vault #14

Cost \$8,164

7. Seal MEP Penetrations with a Smoke/Acoustical Sealant – walls and ceiling.
 - o Plumbing
 - o Electrical
 - o HVAC
8. Seal around sheet metal fastened to East exterior wall.

Conditions:

1. This bid includes material pricing that is based on the duration of the construction schedule. However, there has been a recent and continuing rise in material prices and the suppliers are currently not willing to guarantee their quoted for more than 1 month. Therefore, this quotation is also valid for one month.
2. **Interior /Exterior Specialists is a certified Woman Owned Business.**
3. Workers Comp Insurance
4. General Liability Insurance
5. Standard 1-year manufacturer's warranty.
6. Pricing formulated from job walk and current pictures. Plans used for reference.
7. New framing in front of roll up shades will completely remove access to these areas.
8. Backing not included. Please notify us if there is an intent to hang anything in these areas as flat stock can be included prior to drywall.
9. Sealant provided in not fire rated. Product bid with a Smoke and Acoustical Sealant that is white in color. Product is paintable once cured.
10. Multiple mobilizations included as dry time is required for mud and tape finishes.

GENERAL EXCLUSIONS

1. Other than standard 1 year manufactures warranty
2. Overtime or weekend work.
3. Assume house power can be utilized for construction activities.
4. Excludes moving furniture, office items, documents, shelving, contents on shelving. Coordination to take place with crew onsite.
5. Excludes insulation.

GENERAL CONDITIONS OF THE BUDGET

1. Interior/ Exterior Specialists will clean up all debris caused by them and deposit it into dumpsters or drop boxes to be supplied by others at no cost to IES.
2. Delays or condensed scheduling caused by others will result in additional costs to the general contractor.
3. Temporary utilities, heat, ventilation, dehumidifiers, lights, power, and water are to be provided within a reasonable distance from the work, by others and at no cost to IES.
4. The attachment of the scope letter or the contents to become part of the Subcontract agreement.

If there are any questions concerning this letter, please contact me at 503-919-8502.

Thank you,

Matt Hector

Matt Hector
Estimator



SKAMANIA COUNTY BOARD OF COMMISSIONERS

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

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

Richard Mahar
District 1

Tom Lannen
District 2

Asa Leckie
District 3

May 14, 2024

Adam Kick
Skamania County Prosecuting Attorney
PO Box 790
Stevenson, WA 98648

Dear Prosecutor Kick:

We are pleased to inform you that on May 14, 2024, the Skamania County Board of Commissioners appointed you to the Opioid Abatement Council as a representative of the Skamania County Prosecutor's Office.

Your initial term will expire on December 31, 2025.

The first meeting of the Opioid Abatement Council will tentatively be scheduled the week of June 3, 2024. An email will be forthcoming.

Thank you for your interest in serving on this board.

Sincerely,

Asa Leckie
Chair





SKAMANIA COUNTY BOARD OF COMMISSIONERS

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

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

Richard Mahar
District 1

Tom Lannen
District 2

Asa Leckie
District 3

May 14, 2024

Rob Itzen
Skamania County Sheriff's Office
Chief Deputy – Jail Superintendent
PO Box 790
Stevenson, WA 98648

Dear Chief Itzen:

We are pleased to inform you that on May 14, 2024, the Skamania County Board of Commissioners appointed you to the Opioid Abatement Council as a representative of the Skamania County Sheriff's Office.

Your initial term will expire on December 31, 2026.

The first meeting of the Opioid Abatement Council will tentatively be scheduled the week of June 3, 2024. An email will be forthcoming.

Thank you for your interest in serving on this board.

Sincerely,

Asa Leckie
Chair





SKAMANIA COUNTY BOARD OF COMMISSIONERS

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

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

Richard Mahar
District 1

Tom Lannen
District 2

Asa Leckie
District 3

May 14, 2024

Tamara Cissell
Skamania County Community Health Director
PO Box 790
Stevenson, WA 98648

Dear Director Cissell:

We are pleased to inform you that on May 14, 2024, the Skamania County Board of Commissioners appointed you to the Opioid Abatement Council as a representative of the Skamania County Community Health Department.

Your initial term will expire on December 31, 2024.

The first meeting of the Opioid Abatement Council will tentatively be scheduled the week of June 3, 2024. An email will be forthcoming.

Thank you for your interest in serving on this board.

Sincerely,

Asa Leckie
Chair





SKAMANIA COUNTY BOARD OF COMMISSIONERS

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

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

Richard Mahar
District 1

Tom Lannen
District 2

Asa Leckie
District 3

May 14, 2024

Dale Grams
Skamania County Public Hospital District Commissioner
PO Box 338
Stevenson, WA 98648

Dear Commissioner Grams:

We are pleased to inform you that on May 14, 2024, the Skamania County Board of Commissioners appointed you to the Opioid Abatement Council as a representative of the Skamania County Public Hospital District.

Your initial term will expire on December 31, 2026.

The first meeting of the Opioid Abatement Council will tentatively be scheduled the week of June 3, 2024. An email will be forthcoming.

Thank you for your interest in serving on this board.

Sincerely,

Asa Leckie
Chair





SKAMANIA COUNTY BOARD OF COMMISSIONERS

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

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

Richard Mahar
District 1

Tom Lannen
District 2

Asa Leckie
District 3

May 14, 2024

Glenn Daman
One Prevention Alliance Representative
PO Box 427
Stevenson, WA 98648

Dear Pastor Daman:

We are pleased to inform you that on May 14, 2024, the Skamania County Board of Commissioners appointed you to the Opioid Abatement Council as a representative of One Prevention Alliance.

Your initial term will expire on December 31, 2025.

The first meeting of the Opioid Abatement Council will tentatively be scheduled the week of June 3, 2024. An email will be forthcoming.

Thank you for your interest in serving on this board.

Sincerely,

Asa Leckie
Chair





SKAMANIA COUNTY BOARD OF COMMISSIONERS

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

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

Richard Mahar
District 1

Tom Lannen
District 2

Asa Leckie
District 3

May 14, 2024

Dave Cox
City of Stevenson – Council Member #5
PO Box 371
Stevenson, WA 98648

Dear Council Member Cox:

We are pleased to inform you that on May 14, 2024, the Skamania County Board of Commissioners appointed you to the Opioid Abatement Council as a representative of the City of Stevenson.

Your initial term will expire on December 31, 2024.

The first meeting of the Opioid Abatement Council will tentatively be scheduled the week of June 3, 2024. An email will be forthcoming.

Thank you for your interest in serving on this board.

Sincerely,

Asa Leckie
Chair



COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	Juvenile Department	 Signature
<u>AGENDA DATE</u>	Tuesday, May 14, 2024	
<u>SUBJECT</u>	Truth Verification Service, LLC Contract	
<u>ACTION REQUESTED</u>	Renew Contract	

SUMMARY/BACKGROUND

Those Skamania County youth being evaluated for the Special Sex Offender Disposition Alternative (SSODA) program and those receiving sex offender treatment services within the community are required to receive periodic polygraph examinations to confirm they are abiding by their treatment program as prescribed by SSODA providers. Truth Verification Services is one of those polygraphers used for this service.

FISCAL IMPACT

SSODA youth's expenses are reimbursed by the State Block Grant

RECOMMENDATION

Approve the Contract Agreement renewal presented.

LIST ATTACHMENTS

One (1) copy of the Contract Agreement

Please return a scanned copy of the signed Contract Agreement by email to Angie Hollis:
angieh@co.skamania.wa.us

**SKAMANIA COUNTY - SERVICE CONTRACT BETWEEN SKAMANIA COUNTY
AND Truth Verification Services, LLC**

THIS CONTRACT, by and between **SKAMANIA COUNTY**, a municipal corporation, hereinafter referred to as the "**COUNTY**", and **Truth Verification Services, LLC**, hereinafter referred to as the "**CONTRACTOR**",

WITNESSETH THAT:

1. AUTHORITY TO CONTRACT

- A. The **CONTRACTOR** covenants that the person whose signature appears as the representative of the **CONTRACTOR** on the signature page of this contract is the **CONTRACTOR'S** contracting officer and is authorized to sign on behalf of the **CONTRACTOR** and, in addition, to bind the **CONTRACTOR** in any subsequent dealings with regard to this contract, such as modifications, amendments, or change orders.
- B. The **CONTRACTOR** covenants that all licenses, tax I.D. Nos., bonds, industrial insurance accounts, or other matters required of the **CONTRACTOR** by federal, state, or local governments in order to enable the **CONTRACTOR** to do the business contemplated by this agreement, have been acquired by the **CONTRACTOR** and are in full force and effect.
- C. The **COUNTY** represents that the services contracted for herein have been, or will be, appropriately budgeted for and that the **COUNTY** has the authority to contract for such services; that the contracting officer for the **COUNTY** is Angie Hollis; 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 B, consisting of a total of 1 page(s) which has been initialed by the parties, attached hereto, and by this reference incorporated herein.
- B. Amendments, modifications, or change orders to this contract must be in writing and signed by the parties designated in this contract to be the contracting officers; provided that, change orders affecting the total contract price must be signed by the **Board of Commissioners** for the **COUNTY**.

4. **TERMS OF CONTRACT**

The contract shall begin on January 1, 2024 and terminate on December 31, 2025; 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. **This contract shall automatically renew for each ensuing year thereafter unless the County or the Contractor seeks termination under Section 15 of this contract.**

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

Per RCW 39.08.010, the Contractor shall provide a non-corporate surety bond for performance and payment guarantee in the full amount of the contract or in lieu of the bond, the County, at the request of the contractor, may retain fifty percent of the contract amount for a period of thirty days after the date of final acceptance, or until receipt of all necessary releases from the department of revenue and the department of labor and industries and settlement of any liens filed under chapter 60:28 RCW, whichever is later and applicable. Said bonds shall be delivered to the County business office prior to the commencement of work and not later than fifteen (15) calendar days after notification of award of bid.

6. **PAYMENTS FOR SERVICES**

- A. The consideration for the services to be performed by the **CONTRACTOR** shall not exceed \$300.00 per polygraph exam, including Washington 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.

7. **INSURANCE**

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

8. **INDEMNIFICATION**

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

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

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

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

9. **GOVERNING LAW**

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

10. **ASSIGNABILITY**

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

11. **EQUAL EMPLOYMENT OPPORTUNITY**

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

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

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

12. **NONCOMPLIANCE WITH NONDISCRIMINATION PLAN**

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

13. **DISPUTES**

Except as otherwise provided in this contract, when a genuine dispute arises over an issue related to the contract between the **COUNTY** and the **CONTRACTOR** and it cannot be

resolved, either party may submit a request for a dispute resolution to the Board of County Commissioners. The parties agree that this resolution process shall precede any action in a judicial and quasi-judicial tribunal. A party's request for a dispute resolution must:

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

14. **WAGE AND HOUR COMPLIANCE**

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

15. **DEFAULT/TERMINATION/DAMAGES**

- A. The parties hereto agree that **TIME IS OF THE ESSENCE** of this contract.
- B. If the **CONTRACTOR** shall fail to fulfill in a timely manner any of the covenants of this agreement, the **COUNTY** shall have the right to terminate this agreement by giving the **CONTRACTOR** seven (7) days' notice, in writing, of the **COUNTY's** intent to terminate and the reasons for said termination. And in the event of any such termination the **CONTRACTOR** shall be liable for the difference between the original contract and the replacement or cover contract as well as all administrative costs directly related to the replacement contract; that in such event the **COUNTY** may withhold from any amounts due the **CONTRACTOR** for such work or completed services any balances due the Contractor, and said amounts shall be used to totally or partially offset the **COUNTY'S** damages as a result of the **CONTRACTOR's** breach to the extent they are adequate.
- C. Either party may cancel the contract, without fault, by giving the other party 14 days' written notice.

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: _____, 20__.

**SKAMANIA COUNTY
BOARD OF COMMISSIONERS**

Chairman

Date

Commissioner

Date

Commissioner


Date

APPROVED AS TO FORM ONLY:

ATTEST:

Prosecuting Attorney

Clerk of the Board



CONTRACTOR

12/17/23
DATE



Prosecuting Attorney

12-20-2023

Attachment A

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.

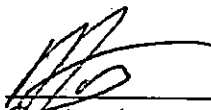
The CONTRACTOR certifies, by signing this agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. The prospective lower tier participant 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.



Contractor

12/17/23

Date

Skamania County

Date

Attachment B

STATEMENT OF WORK

Program: Polygraph Services

Contractor: Truth Verification Service, LLC

Contractor shall provide polygraph exams for youth referred by Skamania County Juvenile Department.

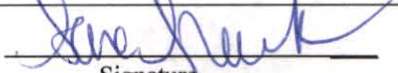
Attachment C

Fee Schedule

The contractor shall bill when a polygraph has been administered and Skamania County shall reimburse the contractor in accordance with the following fee schedule:

Full Disclosure Polygraph:	\$300.00
Maintenance, Monitoring or Multi-issue Polygraph:	\$300.00
Single-issue or Specific Issue Polygraph:	\$300.00

COMMISSIONERS' AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	Human Resources Department	 Signature
<u>AGENDA DATE</u>	May 14 th , 2024	
<u>SUBJECT</u>	<u>MOU-Partnership with ESD 112 , People for People, and Next</u>	
<u>ACTION REQUESTED</u>	<u>Approve Memorandum of Understanding</u>	

SUMMARY/BACKGROUND

Skamania County is seeking to establish a partnership between ESD 112 ,People for People, and NEXT to provide pre-employment transition services in Skamania County for students with disabilities ages 14-21, youth ages 16-24, and adults.

FISCAL IMPACT

None. Wages are Paid by ESD 112, People for People, and NEXT

RECOMMENDATION

Approve the Memorandum of Understanding

ATTACHMENTS

Agreement

COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS

1. Contract Number _____

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

3. Contractor Information:

Contractor: _____

Contact Person: Allora Maxey with NEXT, Liz Wilber with People For People, and James Ruiz with ESD 112

Address: allora.m@nextsuccess.org

Address: ewilber@pfp.org

Address: JAMES.RUIZ@ESD112.org

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

Skamania County is seeking to establish a partnership between ESD 112, People for People, and NEXT to provide pre-employment transition services in Skamania County for student with disabilities ages 14-21, you ages 16-24, and adults.

5. Term of Contract: From: May 1, 2024, To: May 31, 2027

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	\$0	Source: _____
Total Non-County Funds Committed:	\$0	Source: _____
Total County Funds Committed:	\$0	
TOTAL FUNDS COMMITTED:	\$0	

8. County Contact Person:

Name: Sara Slack

Title: Human Resources Administrator

9. Department Approval:

Department Head or Elected Official Signature

10. Special Comments: This agreement allows us to share knowledge and resources, promoting mutual growth and success for both parties.

**MEMORANDUM OF UNDERSTANDING
BETWEEN SKAMANIA COUNTY,
EDUCATIONAL SERVICE DISTRICT 112 (ESD112), PEOPLE FOR PEOPLE, and NEXT**

PURPOSE:

Skamania County is seeking to establish a partnership between ESD 112 and People for People to provide pre-employment transition services in Skamania County for students with disabilities ages 14-21, youth ages 16-24, and adults. The goal of this collaboration is to improve employment outcomes by offering work readiness training, career-related learning experiences, and paid internships facilitated by the school.

ROLES AND RESPONSIBILITIES:

ESD 112:

- Provide administrative oversight and coordination of the youth employment services.
- Provide Skamania County participants who meet the criteria of the youth employment services.
- Be the sole financial entity for the participant.
- Be available to county managers for questions or concerns regarding the participant.

People for People:

- Be the sole financial support for adult and youth participants in the program, including the responsibility of having applicable Washington State Labor and Industries coverage.
- Provide Skamania County participants who meet the criteria of their program.
- Be available to county managers for questions or concerns regarding the participant.
- Other programs that fit within the scope of Skamania County's workforce.

NEXT:

- Be the sole financial support for 16–24-year-old participants from Clark, Cowlitz, and Wahikakum counties.
- Participants average around 10-30 hours a week with the internship term varying in length.
- Be available to county managers for questions of concerns regarding the participant.
- Provide administrative oversight and coordination of the youth employment services.

Skamania County:

- Host internships for participating students and adults.
- Offer career-related learning experiences to enhance participants' skill development.

TERMS AND CONDITIONS:

- This MOU is effective upon signing and will remain in effect for a period of 3 years. This agreement can be terminated by either party at any time with written notice. Renewal or extension of the agreement will be subject to mutual agreement between all parties.
- This MOU does not create any financial obligations or liability between the parties beyond the scope of the collaboration outlined herein.
- All parties agree to maintain confidentiality regarding any sensitive information shared during the course of the partnership.



YOUTH EMPLOYMENT SERVICES

AVAILABLE SERVICES:

Services provided based on student need, readiness and age.

**WORK READINESS
TRAINING**
(Age 14-21)

**SELF-ADVOCACY
TRAINING**
(AGE 14-21)

JOB SHADOWS
(Age 16-21)

JOB TOURS
(Age 16-24)

**INFORMATIONAL
INTERVIEWING**
(Age 16-21)

PAID INTERNSHIP
\$16.28/HOUR
(AGE 16-21)

The **Youth Employment Services (YES)** program provides Pre-Employment Transition Services to students with disabilities, ages 14-21, in Clark, Skamania and Klickitat County.

YES is designed to improve employment outcomes by providing work readiness training, career related learning experiences, and paid internship.



Washington State
Department of Social
& Health Services

Transforming lives

For information, please contact:

Christine Katon
ESD 112 Youth Workforce
Manager

christine.katon@esd112.org

360.355.3119

**Rhonda Nester,
MAHS**

DVR Regional Transition
Consultant

Rhonda.Nester@dhs.wa.gov

564.279.2462

Grievance Procedure

Please contact your People For People counselor to resolve any problems that you may encounter while participating in the program. If you feel you have been treated unfairly or have a complaint regarding the program, that you are unable to resolve with your People For People counselor, please contact:

Danielle Fish, Program Manager
304 W. Lincoln Ave
Yakima, WA 98902
dfish@pfp.org
509- 895-8248

or

Tawnya Armstead, E&T Director
304 W. Lincoln Ave
Yakima, WA 98902
tarmstead@pfp.org
509- 895-8267



PEOPLE FOR PEOPLE

Working Together, Changing Lives.

**Providing resources and
opportunities that empower
people to lead self-sufficient
and enriched lives.**

Community Jobs 2024



Participant Handbook

Program Overview

Community Jobs (CJ) was designed to address the impact of welfare reform and provide parents with an opportunity to meet WorkFirst participation requirements while receiving TANF.

Participants will be scheduled to train 20 hours per week, for up to nine months at a non-profit, local, state, or tribal government agency. Additionally, participants will attend education and/or job search activities to meet WorkFirst participation requirements.

While in the program participants will receive career counseling, barrier removal support, mentoring, and skills training.

CJ also provides participants with opportunities to build references, develop networking connections, and demonstrate their work skills directly through employment by performing jobs within their chosen field.

Community Jobs provides paid subsidized work experience opportunities, which last no more than nine months.

The goal of the program is to help participants learn new skills that will help lead to part or full-time employment with a local employer.

How Does The Program Work?

- DSHS case managers refer participants to Community Jobs Program.
- People For People counselors will complete assessments with participants.
- All participants will complete a pre-employment drug screen and criminal background check prior to being placed at a training work site.
- People For People will develop a training work site for participants with a nonprofit organization base upon the participant's career interests, skills, background, and education level.
- **Participants will be interviewed & selected by training work site supervisors based upon the participant's appropriateness & skill level for the training position.**
- Work site training may be individualized or offered in group settings.
- People For People counselors will report participant's attendance and progress while in the Community Jobs program to DSHS case managers.
- People For People will be responsible for applicable Washington State Labor and Industries coverage.

Community Jobs Time Sheet Due Dates & Pay Dates

Time Sheets Are Due by 5pm on Time Sheet Due Date

2024

Pay Period	Time Sheet Due Dates	Pay Dates
January 1st—15th	January 15th	January 25th
January 16th—31st	February 1st	February 9th
February 1st—15th	February 15th	February 26th
February 16th—29th	March 1st	March 11th
March 1st—15th	March 15th	March 25th
March 16th—31st	April 1st	April 10th
April 1st—15th	April 15th	April 25th
April 16th—30th	May 1st	May 10th
May 1st—15th	May 15th	May 24th
May 16th—31st	June 1st	June 10th
June 1st—15th	June 15th	June 25th
June 16th—30th	July 1st	July 10th
July 1st—15th	July 15th	July 25th
July 16th—31st	August 1st	August 9th
August 1st—15th	August 15th	August 26th
August 16th—31st	September 1st	September 10th
September 1st—15th	September 15th	September 25th
September 16th—30th	October 1st	October 10th
October 1st—15th	October 15th	October 25th
October 16th—31st	November 1st	November 8th
November 1st—15th	November 15th	November 25th
November 16th—30th	December 1st	December 11th
December 1st—15th	December 15th	December 24th
December 16th—31st	January 1st	January 10th

Support Services

You may be able to receive the below support services while participating in the Community Jobs Program. Please speak to your People For People counselor if you are in need of any of the below support services in order to participate in your Commerce WorkFirst activities.

Car repair Clothing Counseling	Diapers Education expenses Personal hygiene	License/fees Hair cut Bus passes	Mileage Tools for work Family planning
--------------------------------------	---	--	--

Paid Sick Leave

CJ participants will earn 1 hour of paid sick leave for every 40 hours worked. CJ participants are eligible to use paid sick leave 90 days after starting employment. CJ participants are allowed to use paid sick leave in increments of .5 hours. See *Employee Paid Sick Leave Notification* for more details.

WA Paid Family & Medical Leave

Supports Washingtonians who have worked at least 820 hours and if they are recovering from a serious illness or injury; caring for a new child or helping an aging parent, with up to 12 weeks of paid leave, or up to 18 weeks in some circumstances. To learn more visit: www.paidleave.wa.gov/workers

Time Sheets

Your People For People counselor will provide time sheets and a calendar stating when time sheets are due and your pay dates when you begin attending the training work site.

Participants are responsible for submitting their time sheets as scheduled to their People For People counselor.

Participants may take the following holidays off, and receive pay for the hours they were scheduled to work, if the holiday falls on a scheduled work day. Participants are **NOT** required to make up hours due to holiday closures.

- New Year's Day
- Martin Luther King Jr. Day
- President's Day
- Memorial Day
- Juneteenth
- 4th of July
- Labor Day
- Veteran's Day
- Thanksgiving Day & the Day After Thanksgiving
- Christmas Day

Program Expectations

WorkFirst Participation Requirements

Parents receiving TANF are required to attend work-related and education activities a minimum of **32 hours per week or as little as 23 hours per week for single-parents with children under the age of 6**. Participants will sign and agree to follow both an IRP and Individual Development Plan and/or Work Plan that will outline their participation requirements.

Participants Are Expected To:

- Have A Positive Attitude
- Be Willing To Learn New Skills
- Maintain Good Attendance
- Report All Absences
- Make-up **ALL** Hours Missed Before The End Of Each Month
- Show Up On Time
- Be Clean, Neat and Dressed Appropriately
- Follow the Rules And Polices Of The Training Work Site
- Be Respectful To Others
- Adhere To Their Assigned Schedule
- Perform Job Duties At A Satisfactory Level
- Take Responsibility For Their Actions
- Submit Timesheets Documenting Participation

***There Is ZERO Tolerance For Substance Abuse During Training**

* Failure to follow the above stated expectations may result in being referred back to DSHS from the Community Jobs Program for non-compliance.

DSHS case managers will be notified when program expectations are not followed.

*** Participants should work with their People For People counselor to resolve any problems which may prevent them from meeting**

Performance Evaluations

Your training worksite supervisor will evaluate your work performance monthly.

Evaluations will be used to help develop your work habits and job skills:

The results of your evaluations will be reported to your DSHS case manager.

Your People For People counselor will work with you to enhance and improve your work habits and job skills throughout the program.

Discipline Policy

This is a training program and the People For People counselor will work with the participant and the worksite supervisor to resolve problems and develop strategies for improving performance to prevent termination.

Please note that these are general guidelines. Discipline will be worked out on a case by case basis. Worksite supervisors may use the following corrective action process when working with participants to improve performance and behaviors:

Verbal Warning - Verbal warnings are given to correct areas of unsatisfactory work performance and to clarify work rules and policy.

Written Warning- A written warning is issued after a verbal warning for a repeated infraction or for a more serious first incident.

Termination- Final action will be taken and may result in termination if performance does not improve after counseling and corrective action.

Participants may be terminated from the program for:

- Excessive Tardiness
- Poor Attendance
- Violating Worksite Polices
- Inappropriate Behavior at the Worksite
- Working under the influence of drugs and/or alcohol

If you should encounter any issues at the worksite, please discuss them with your People For People counselor and request assistance. It is not appropriate to quit attending your worksite without speaking to your People For People counselor first.

Safety

Safety is a very important part of every job. Prevent accidents and injuries by knowing and following the safety rules of your worksite. These rules will be reviewed with you at your worksite orientation. Be sure to:

- Use the proper lifting techniques
- Use and/or wear appropriate safety equipment
- Not goof off or engage in horse play
- Report all accidents to your supervisor and People For People counselor immediately

Accident or Injury

In case of injury please do the following:

1. Report the accident or injury to your worksite supervisor immediately
2. Seek medical attention
3. Complete an accident report with your worksite supervisor within 24 hours of the accident or injury
4. Notify your People For People counselor

WA State Patrol Background Check

People For People completes a WA State Patrol Criminal background check on every parent referred to the Community Jobs program in order to determine an appropriate worksite placement. **Some worksites may choose to run additional background checks.**

Having a criminal background will **not** disqualify you from participating in the Community Jobs program.

Pre-Employment Drug Screening

All Community Jobs program participants are required to complete pre-employment drug screening prior to being placed at a worksite.

Interested in an intern with wages covered?



NEXT

Contact
US
today!

We connect
businesses to
qualified young
adults for paid
internships!

Participants are ages 16-24

If interested, contact your
local NEXT representative
listed on the back.

PROGRAM OVERVIEW

- Motivated young adults ages 16-24 from Clark, Cowlitz, & Wahkiakum counties
- Work readiness training & mentoring
- Internships built to your needs
- Wages paid by NEXT during the specified program time period

EMPLOYER BENEFITS

- Motivated candidates
- Next generation insight
- New audience reach
- Opportunity to develop training skills for current managers
- Get assistance with a diverse array of tasks & project-based assignments

Give a young adult the opportunity to take steps to reach their future goals, while we cover their paycheck!

NEXT Internship Program FAQs

How many hours of work can I utilize?

Participants average around 10-30 hours a week with the internship term varying in length, depending on current government funding availability.

What do we require of you as an employer?

In return for us providing wages of \$18 an hour for your intern, you will supply them with training in the field of work agreed upon. You will also approve timesheets and complete assessments as needed.

What types of jobs are being sought for interships?

ALL types. We have had young adults gain experience in areas such as research, data entry, social media, marketing, event planning, construction, office assistance, machining, food service, animal care, assembly, & many more occupations in Clark, Cowlitz & Wahkiakum counties.

**Contact us
to learn more!**



Clark County

Allora Maxey
allora.m@nextsuccess.org
360.890.7762

Cowlitz/Wahkiakum County

Ha'im Sharif
ha'im.s@nextsuccess.org
564.220.0491

The WIOA Title 1 Youth program is financed by a \$1,251,388.06 (99.7%) Workforce Innovation and Opportunity Act grant from the U.S. Department of Labor and \$3,250 (.3%) non-federal funds, for a total of \$1,254,638.06 provided through Workforce Southwest Washington. Next is an Initiative of Workforce Southwest Washington. SummerWorks is fully financed by a \$499,348.56 (100%) Community Project Funding grant from the U.S. Department of Labor provided through Workforce Southwest Washington. Next is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. Washington Relay 711.

Next

NEXT NEWS



@nextsuccessorg
NEXTSUCCESS.ORG

Register for
an Orientation



At Next, we help young adults ages 16-24 get set for success by providing the holistic support and training they need to create the future they want.



ZACHARY

SUCCESS STORY

Zachary's quest for meaningful employment to support himself and his family turned into a success story when he secured a Work Experience (WEX) position as an Assembly Technician at Columbia Machine. This wasn't just a job opportunity; it was a door to a permanent role, equipped with hands-on experience. Behind his achievement was the unwavering support from his career coach, Megan, who helped him gather the eleven essential tools needed for his new position. His internship with Columbia Machine is not just a job—it's a stepping stone toward a brighter future for him and his family. It serves as an inspiration for youth everywhere, showing them that with perseverance, the right mindset, and a good support system, anything is possible!

HOTSPOTS & HAPPENINGS

DOWNTOWN @ THE MARKET

Downtown Market
Now Open Year-Round!
April - October
Saturdays 9am - 3pm
Sundays 10am - 3pm



ART AT THE CAVE

Free for all
Tues-Thurs, 11am-5pm
First Friday until 9pm
Friday and Saturday until 6pm
Information: artatthecave.com



FORT VANCOUVER REGIONAL LIBRARY EVENTS

Virtual Library Event
April 12
4:00pm - 5:30pm

Virtual Video Game Club

Downtown Library

April 17th
5-6:30 pm
Sewing Machine Intro

**Cascade Community
Park Library**

April 20th
10:30am - 12:30pm
Hand Sewing 101

Battle Ground Library

April 24th
4:30pm - 6:30pm
Community Resource Fair

Downtown Library

April 28th
2:30 - 5pm
Board Game Day



Calendar

TIP OF THE MONTH

About 70-85% of jobs are secured via networking, underscoring the value of professional connections.

TRIVIA:

Where does today come before yesterday?

(Answer on Back)

BUSINESS SHOUTOUT

Recovery Cafe of Clark County

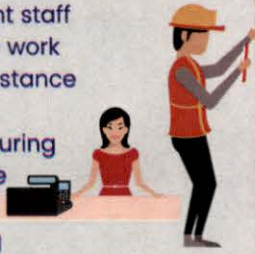
This wonderful group fosters recovery by offering a supportive community filled with resources, immediate encouragement, and compassionate accountability. Their team consists of individuals who recognize their value and unique skills. Next is pleased to host their weekly Recovery Circle gatherings at our center on Thursdays.



APRIL 2024

PAID INTERNSHIPS (WEX)*

- Restaurant staff
- Mechanic work
- STEM Assistance
- Retail
- Manufacturing
- Child care
- Barista
- Marketing
- Social Media



*Work Experiences (WEXs) are available to those who are enrolled at Next

WORKSHOPS AT NEXT

April Schedule

Want to learn more about Next?
nextsuccess.org

Resume & Cover Letter Building

April 3 - 9:00 am
April 24 - 12:30 pm

Interview Skills

April 3- 12:30 pm
April 17 - 12:30 pm



Career & Education Exploration

April 10 - 12:30 pm

EMPOWERING YOUR WALLET - HAPO

Building Your Credit from Scratch

April 9 - 2:00 pm

Scan QR Code to Register



HIRING

NW SIGN SOLUTIONS

Production Assistant

\$17 - \$20 an hour

Full-time
No experience required. Apply with QR Code.



KC COFFEE

Barista

\$16.28 - \$21.19 an hour

Variety of shifts
No experience required. Apply with QR Code.



DEWILS INDUSTRIES

Assembly Worker

\$22.95+ an hour - Full-time

Part-time
No Experience required. Apply with QR Code.



Would you like to receive Next News monthly?
Scan Here →



Comments: clark@nextsuccess.org

CERTIFICATION - CPR

FREE COMMUNITY CPR TRAINING

Friday, April 19, 2024
12:00 PM 4:00 PM
Fourth Plain Commons
3101 East 4th Plain Blvd.
Vancouver, WA, 98661



MORE INFO

COMMUNITY EVENT

IVY REMOVAL @ BEHRENS WOODS

April 13th
9am-11:30am
3005 SE Bella Vista Pl, Vancouver, WA 98683

For more information visit:
<https://www.cityofvancouver.us/events/ivy-removal-at-behrens-woods-12/>

TRIVIA ANSWER:
The Dictionary!



THE WIOA TITLE 1 YOUTH PROGRAM IS FINANCED BY A \$1,251,388.06 (99.7%) WORKFORCE INNOVATION AND OPPORTUNITY ACT GRANT FROM THE U.S. DEPARTMENT OF LABOR AND \$3,250 (.3%) NON-FEDERAL FUNDS, FOR A TOTAL OF \$1,254,638.06 PROVIDED THROUGH WORKFORCE SOUTHWEST WASHINGTON. NEXT IS AN EQUAL OPPORTUNITY EMPLOYER/PROGRAM. AUXILIARY AIDS AND SERVICES ARE AVAILABLE UPON REQUEST TO INDIVIDUALS WITH DISABILITIES. WASHINGTON RELAY 711. NEXT IS AN INITIATIVE OF WORKFORCE SOUTHWEST WASHINGTON.



120 NE 136th Ave #130
Vancouver, WA 98684

A proud partner of the americanjobcenter network

PROFESSIONAL SERVICES AGREEMENT
BETWEEN SKAMANIA COUNTY
AND
BERRY, DUNN, MCNEIL & PARKER, LLC dba BERRYDUNN

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into between the Skamania County, a County in the State of Washington, with an office located at 240 NW Vancouver Avenue, Stevenson, WA 98648 (hereinafter the “COUNTY”), and Berry, Dunn, McNeil & Parker, LLC dba BerryDunn, with an office located at 2211 Congress Street, Portland, ME 04102 (hereinafter the “CONSULTANT”). The COUNTY and CONSULTANT are sometimes referred to in this Agreement as the “parties” and each, individually, as a “party.”

The CONSULTANT hereby agrees with the COUNTY, for the consideration named herein, to perform the services stipulated in this Agreement.

1. CONSULTANT’S SERVICES

A. The CONSULTANT, on behalf of the COUNTY, will perform and carry out in a professional manner the components essential to provide an IT and Software Platform Upgrade.

B. The Scope of Work will be defined by the CONSULTANT’S Proposal Letter dated April 16, 2024. This document is attached hereto as Exhibit A, and is incorporated herein by reference.

C. The COUNTY will pay CONSULTANT for its services pursuant to the Estimated Project Cost section of CONSULTANT’S Proposal, Exhibit A, page 20.

2. THE COUNTY WILL PROVIDE

A. Access to pertinent information and available data requested by the CONSULTANT.

B. Any assumptions that are necessary to the work to be performed by CONSULTANT.

C. Attendance and participation at all scheduled meetings and work sessions.

D. Timely review of draft and preliminary materials submitted by the CONSULTANT.

3. DOCUMENTS

All documents and services provided by the CONSULTANT pursuant to this Agreement are instruments of service with respect to this project. Upon receipt of payment for these services, the CONSULTANT’S documents and material developed by the CONSULTANT under this Agreement are the property of the COUNTY. The COUNTY has the right to re-use these documents and computer software on extensions of the project or for other projects; provided that such re-use will be at the COUNTY’S sole risk and without liability or legal exposure to the CONSULTANT.

4. NONDISCLOSURE OF PROPRIETARY INFORMATION

The CONSULTANT will consider all information provided by the COUNTY and all reports, studies, and other documents resulting from the CONSULTANT'S performance of these services to be proprietary unless such information is available from public sources. The CONSULTANT will not publish or disclose proprietary information for any purpose other than the performance of the services under this Agreement without the prior written authorization of the COUNTY or in response to legal process. The CONSULTANT will maintain all originals in the CONSULTANT'S files for a period of not less than three (3) years from the date CONSULTANT completes these services and will provide the COUNTY access to and the right to examine and copy information contained in the files pertaining to the services. In the event of legal process, the rights of access, examination, and copying hereunder will continue until the conclusion of any litigation, appeals, claims, arbitration, or other legal process.

5. CHANGES AND ADDITIONS

CONSULTANT will notify the COUNTY in writing of any recommended or necessary modifications or additions to the Scope of Work contemplated under this Agreement. Compensation for all changes or additions in the Scope of Work must be negotiated and approved by the parties in writing.

6. ADDITIONAL SERVICES

The COUNTY may request additional services associated with this project that are outside of the Scope of Work contemplated under this Agreement. If CONSULTANT agrees to any such request, compensation for these additional services will be based on CONSULTANT'S current billing rates plus reasonable travel expenses. The parties will approve the scope, number of hours, and fee schedule for such services in writing before CONSULTANT begins any additional work.

7. NOTICE

A. Any notice, demand, or request required by or made pursuant to this Agreement must be in writing and will be deemed properly made if personally delivered or deposited in the United States mail, postage prepaid, to the representative specified below, and/or sent to the email address(es) that the parties have routinely used to communicate with each other during the term of this Agreement. Provided, however, that any notice of suspension or termination pursuant to Section 10 of this Agreement must be sent by United States certified mail, postage prepaid, return receipt requested and will not become effective until the date of receipt. Nothing in this paragraph is intended to restrict the transmission of routine communications between the parties' representatives.

B. The name and mailing address of COUNTY'S Representative for purposes of this notice provision, unless and until another person is designated in writing, is Tom Lannen, County Commissioner, 240 NW Vancouver Avenue, Stevenson, WA 98648.

C. The name and mailing address of CONSULTANT'S Representative for purposes of this notice provision, unless and until another person is designated in writing, is Seth Hedstrom, Principal,

Berry, Dunn, McNeil & Parker, LLC, 2211 Congress Street, Portland, ME 04102.

8. MANNER OF PAYMENT

A. The CONSULTANT will furnish the COUNTY with timely progress invoices each month for services rendered to date for each project phase. The terms of payment will be net thirty (30) days.

B. The CONSULTANT may assess late payment charges at the rate of one and one-half percent (1.5%) per month for any past due payments.

C. If any invoice is the subject of a legitimate dispute between the parties, no late payment charges will apply to any amounts not paid by the COUNTY because of said dispute; and COUNTY will pay all amounts not reasonably deemed to be included in the dispute.

9. FORCE MAJEURE

CONSULTANT will use commercially reasonable efforts to complete all services contemplated under this Agreement. However, neither party will be liable to the other party for any failure to perform, or delay in performance of, any obligation under this Agreement to the extent such failure or delay has been wholly or principally caused by acts or events beyond CONSULTANT'S reasonable control rendering performance illegal or impossible. As used in this section, "force majeure" means any cause beyond the reasonable control of a party including, but not limited to, an act of God, nature, act of aggression, fire, strike, flood, riot, war, delay of transportation, terrorism, pandemics or other widespread outbreaks of infectious diseases, or the inability, due to the aforesaid causes, to obtain necessary labor, material, or facilities.

10. TERMINATION OR SUSPENSION OF CONTRACT

A. Either party may terminate this Agreement upon written notice to the other party in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party; provided, however, that the terminating party has first given the other party written notice of the reason for such termination and the other party has failed to cure or rectify the issue or matter within fifteen (15) days of receipt of such notice.

B. In the event the COUNTY terminates the CONSULTANT'S services as permitted under Section 10.A of this Agreement, the COUNTY will pay the CONSULTANT for all services performed to the effective date of termination. The CONSULTANT will be entitled to receive only the fair value of services rendered and direct out of pocket expenses incurred hereunder prior to the effective date of such termination. Upon restart of a project previously terminated, equitable adjustment may be made to compensation for remobilization of the project.

11. ASSIGNMENT

Neither party will assign or transfer their rights or obligations in this Agreement without the written consent of the other party, and such consent will not be unreasonably withheld.

12. INSURANCE

The CONSULTANT will purchase and maintain insurance that will cover all CONSULTANT'S employees while performing the services contemplated under this Agreement and any work incidental to the performance of this Agreement.

13. ETHICS IN PUBLIC CONTRACTING

The CONSULTANT certifies that its proposal was made without collusion or fraud and that CONSULTANT has not offered or received any kickbacks or inducements from any other contractor, supplier, manufacturer, or subcontractor in connection with CONSULTANT'S proposal; that CONSULTANT has not conferred with any public employee having official responsibility for this procurement transaction; and that CONSULTANT has not received any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, in connection with this proposal or procurement transaction, unless consideration of substantially equal or greater value was exchanged.

14. SEVERABILITY

If any part, term, or provision of this Agreement is found by a Court to be legally invalid or unenforceable, then such provision or portion thereof will be performed in accordance with applicable laws to the extent possible. The invalidity or unenforceability of any provision or portion of this Agreement or any contract document related to this Agreement will not affect the validity of any other provision or portion of this Agreement or any related contract document.

15. AGREEMENT CONSTRUED UNDER WASHINGTON LAWS

The Agreement is deemed to be executed and performed in the State of Washington and will be construed in accordance with the laws of the State of Washington.

16. CONFLICT OF TERMS

If there is a conflict, discrepancy, or inconsistency between the language in this Agreement and the language in the CONSULTANT'S Proposal Letter, Exhibit A, or any other document or exhibit attached to this Agreement, the language in this Agreement will control.

17. ENTIRE UNDERSTANDING

This Agreement comprises the entire understanding between the parties and cannot be modified, altered, or amended, except in writing and signed by the parties.

18. TERM

The term of this Agreement will be from the date of execution through March 31, 2025, unless it is terminated earlier by either party pursuant to Section 10 of this Agreement. The term of this Agreement may be extended upon the mutual consent of both parties in writing.

By signing below, each party executes this Agreement as of the date written below and agrees to all the terms and conditions contained herein.

SKAMANIA COUNTY

By:

Print Name: Tom Lannen

Title: County Commissioner

Date:

**BERRY, DUNN, MCNEIL & PARKER,
LLC dba BERRYDUNN**

By:

Name: Seth Hedstrom

Title: Principal

Date:

ORDNANCE NO. 2024-01

Amendments to Skamania County Code Title 15, Chapter 15.18 Flood Damage Prevention

WHEREAS, Ordinance 1989-05 established Skamania County Code (SCC) Chapter 15.18, Ordinance 2024-01 amends 15.18 to include the FEMA Flood Insurance Study (FIS), and Flood Insurance Rate Map (FIRM) that will become effective May 22nd, 2024; and


WHEREAS, the Skamania County Board of Commissioners finds that it is in the public's interest to amend Chapter 15.18 as recommended by the Public Works Director to maintain Skamania County's participation in the Nation Flood Insurance Program.

NOW, THEREFORE, BE IT HEREBY ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS that Skamania County Code Title 15, Chapter 15.18, is hereby amended as proposed by FEMA, see attached amended SCC 15.18.

REVIEWED IN REGULAR SESSION this 19th day of March, 2024, and set for public hearing on the 16th day of April, 2024, at 5:30 p.m.



ATTEST:



Lisa Sackos, Clerk of the Board

**BOARD OF COMMISSIONERS
SKAMANIA COUNTY, WASHINGTON**



Asa Leckie, Chairman



T.W. Lannen, Commissioner



Richard Mahar, Commissioner

ORDINANCE NO. 2024-01 is hereby DULY PASSED AND ADOPTED INTO LAW this 14th day of May, 2024.

**BOARD OF COMMISSIONERS
SKAMANIA COUNTY, WASHINGTON**

Asa Leckie, Chairman

ATTEST:

T.W. Lannen, Commissioner

Lisa Sackos, Clerk of the Board

Richard Mahar, Commissioner

Approved as to Form Only:

Adam Kick, Prosecuting Attorney

Chapter 15.18

FLOOD DAMAGE PREVENTION

Sections:

- [15.18.010 Statutory authorization.](#)
- [15.18.020 Findings of fact.](#)
- [15.18.030 Statement of purpose.](#)
- [15.18.040 Methods of reducing flood losses.](#)
- [15.18.050 Definitions.](#)
- [15.18.060 Lands to which this chapter applies.](#)
- [15.18.070 Basis for establishing the areas of special flood hazard.](#)
- [15.18.080 Penalties for noncompliance.](#)
- [15.18.090 Abrogation and greater restrictions.](#)
- [15.18.100 Interpretation.](#)
- [15.18.110 Warning and disclaimer of liability.](#)
- [15.18.115 Severability.](#)
- [15.18.120 Development permit—Required— Application.](#)
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- [15.18.150 Appeal procedure.](#)
- [15.18.155 Variances.](#)
- [15.18.160 General standards.](#)
- [15.18.170 Specific standards.](#)
- [15.18.180 Floodways.](#)
- [15.18.190 Encroachments.](#)

15.18.010 Statutory authorization.

The legislature of the state of Washington has delegated the responsibility to local governmental units to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry. Therefore, the board of commissioners of Skamania County, Washington does ordain as set forth in this chapter. (Ord. 1989-05 § 1.1)

15.18.020 Findings of fact.

- A. The flood hazard areas of Skamania County are subject to periodic inundation which results in loss of life and property, health, and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety, and general welfare.

- B. These flood losses are caused by the cumulative effect of obstructions in areas of special flood hazards which increase flood heights and velocities, and when inadequately anchored, damage uses in other areas. Uses that are inadequately floodproofed, elevated, or otherwise protected from flood damage also contribute to the flood loss. (Ord. 1989-05 § 1.2)

15.18.030 Statement of purpose.

It is the purpose of this chapter to promote the public health, safety, and general welfare, and to minimize public and private losses due to flood conditions in specified areas by provisions designed:

- A. To protect human life and health;
- B. To minimize expenditure of public money and costly flood control projects;
- C. To minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- D. To minimize prolonged business interruptions;
- E. To minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets, and bridges located in areas of special flood hazard;
- F. To help maintain a stable tax base by providing for the sound use and development of areas of special flood hazard so as to minimize future flood blight areas;
- G. To ensure that potential buyers are notified that property is in an area of special flood hazard; and
- H. To ensure that those who occupy the areas of special flood hazard assume responsibility for their actions. (Ord. 1989-05 § 1.3)

15.18.040 Methods of reducing flood losses.

In order to accomplish its purposes, this chapter includes methods and provisions for:

- A. Restricting or prohibiting uses which are dangerous to health, safety, and property due to water or erosion hazards, or which result in damaging increases in erosion or in flood heights or velocities;

- B. Requiring that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
- C. Controlling the alteration of natural floodplains, stream channels, and natural protective barriers, which help accommodate or channel floodwaters;
- D. Controlling filling, grading, and other development which may increase flood damage; and
- E. Preventing or regulating the construction of flood barriers which will unnaturally divert flood waters or may increase flood hazards in other areas. (Ord. 1989-05 § 1.4)

15.18.050 Definitions.

Unless specifically defined in this section, words or phrases used in this chapter shall be interpreted so as to give them the meaning they have in common usage and to give this chapter its most reasonable application.

***ALTERATION OF WATERCOURSE: ANY ACTION THAT WILL CHANGE THE LOCATION OF THE CHANNEL OCCUPIED BY WATER WITHIN THE BANKS OF ANY PORTION OF A RIVERINE WATERBODY.**

1. "Appeal" means a request for a review of the administrator's interpretation of any provision of this chapter.
2. "Area of shallow flooding" means a designated AO or AH Zone on the Flood Insurance Rate Map (FIRM). The base flood depths range from one to three feet; a clearly defined channel does not exist, the path of flooding is unpredictable and indeterminate; and, velocity flow may be evident. AO is characterized as sheet flow and AH indicates ponding.
3. "Area of special flood hazard" means the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year. Designation on maps always includes the letters A or V.

***BASE FLOOD:** The flood having a 1% chance of being equaled or exceeded in any given year (also referred to as the "100-year flood").

***Base Flood Elevation (BFE):** The elevation to which floodwater is anticipated to rise during the base flood.

***BASEMENT:** Any area of the building having its floor sub-grade (below ground level) on all sides.

4. "Critical facility" means a facility for which even a slight chance of flood might be too great. Critical facilities include, but are not limited to schools, nursing homes, hospitals, police, fire and emergency response installations, installations which produce, use, or store hazardous materials or hazardous waste.
5. "Development" means any manmade change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations located within the area of special flood hazard.
6. "Flood" or "flooding".
 - 1) A general and temporary condition of partial or complete inundation of normally dry land areas from:
 - The overflow of inland or tidal waters.
 - The unusual and rapid accumulation or runoff of surface waters from any source.
 - Mudslides (i.e., mudflows) which are proximately caused by flooding as defined in paragraph (1)(b) of this definition and are akin to a river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water and deposited along the path of the current.
 - 2) The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in paragraph (1)(a) of this definition.

***Flood elevation study:** An examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudslide (i.e., mudflow) and/or flood-related erosion hazards. Also known as a Flood Insurance Study (FIS).

7. "Flood Insurance Rate Map (FIRM)" means the official map on which the Federal Insurance Administrator has delineated both the areas of special flood hazards and the risk premium zones applicable to the community.

8. *Does something need to go here?*

***Floodplain or flood-prone area:** Any land area susceptible to being inundated by water from any source. See "Flood or flooding."

***Floodplain administrator:** The community official designated by title to administer and enforce the floodplain management regulations.

***Flood proofing:** Any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate risk of flood damage to real estate or improved real property, water and sanitary facilities, structures, and their contents. Flood proofed structures are those that have the structural integrity and design to be impervious to floodwater below the Base Flood Elevation.

9. "Floodway" means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

***Functionally dependent use:** A use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, and does not include long-term storage or related manufacturing facilities.

***Highest adjacent grade:** The highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

***Historic structure:** Any structure that is:

- 1) Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- 2) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- 3) Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of Interior; or

- 4) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
- By an approved state program as determined by the Secretary of the Interior, or
 - Directly by the Secretary of the Interior in states without approved programs.
10. "Lowest floor" means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area, is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this chapter found at Section [15.18.170\(A\)\(2\)](#).
11. "Manufactured home" means a structure, transportable in one or more sections, which is built on a permanent chassis, and is designed for use with or without a permanent foundation when connected to the required utilities. For floodplain management purposes the term "manufactured home" also includes park trailers, travel trailers, and other similar vehicles placed on a site for greater than one hundred eighty consecutive days. For insurance purposes the term "manufactured home" does not include park trailers, travel trailers, and other similar vehicles.
12. "Manufactured home park or subdivision" means a parcel (or contiguous parcels) of land under the same ownership divided into three or more manufactured home lots for rent or sale.

***Mean Sea Level:** For purposes of the National Flood Insurance Program, the vertical datum to which Base Flood Elevations shown on a community's Flood Insurance Rate Map are referenced.

13. "New construction" means structures for which the "start of construction" commenced on or after the effective date of the ordinance codified in this chapter and includes any subsequent improvements to such structures.

***Recreational Vehicle: A vehicle,**

- 1) Built on a single chassis;
- 2) 400 square feet or less when measured at the largest horizontal projection;
- 3) Designed to be self-propelled or permanently towable by a light duty truck; and
- 4) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

14. "Start of construction" includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, placement or other improvement was within one hundred eighty days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundation or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.
15. "Structure" means a walled and roofed building, including a gas or liquid storage tank that is principally above ground as well as a manufactured home.
16. ***SUBSTANTIAL DAMAGE:** Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.
17. "Substantial improvement" means any repair, reconstruction, or improvement of a structure, the cost of which equals or exceeds fifty percent of the market value of the structure before the "start of construction" of the improvement. This term includes structures which have incurred "substantial damage," regardless of the actual repair work performed. b. The term does not, however, include either:
 - i. Any project for improvement of a structure to correct previously identified existing violations of state or local health, sanitary, or safety code specifications that have been identified by the local code enforcement official and that are the minimum necessary to assure safe living conditions; or
 - ii. Any alteration of a "historic structure," provided that the alteration will not preclude the structure's continued designation as a "historic structure".
18. ***Variance:** A grant of relief by a community from the terms of a floodplain management regulation.
19. "Water dependent" means a structure for commerce or industry which cannot exist in any other location and is dependent on the water by reason of the intrinsic nature of its operations. (Ord. 1989-05 § 2.0)

15.18.060 Lands to which this chapter applies.

This chapter shall apply to all areas of special flood hazards within the jurisdiction of Skamania County. (Ord. 1989-05 § 3.1)

15.18.070 Basis for establishing the areas of special flood hazard.

The areas of special flood hazard identified by the Federal Insurance Administrator in a scientific and engineering report entitled "The Flood Insurance Study for Skamania County and Incorporated Areas," dated May 22, 2024, with accompanying Flood Insurance Maps is hereby adopted by reference and declared to be a part of this chapter. The Flood Insurance Study is on file at the Skamania County Building Department. (Ord. 1989-05 § 3.2)

15.18.080 Penalties for noncompliance.

No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this chapter and other applicable regulations. Violation of the provisions of this chapter by failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with conditions) shall constitute a misdemeanor. Any person who violates this chapter or fails to comply with any of its requirements shall upon conviction thereof be fined not more than five hundred dollars or imprisoned for not more than ninety days, or both, for each violation, and in addition shall pay all costs and expenses involved in the case. Nothing herein contained shall prevent the Skamania County board of commissioners from taking such other lawful action as is necessary to prevent or remedy any violation. (Ord. 1989-05 § 3.3)

15.18.090 Abrogation and greater restrictions.

This chapter is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this chapter and another ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail. (Ord. 1989-05 § 3.4)

15.18.100 Interpretation.

In the interpretation and application of this chapter, all provisions shall be:

- A. Considered as minimum requirements;
- B. Liberally construed in favor of the governing body; and

C. Deemed neither to limit nor repeal any other powers granted under state statutes. (Ord. 1989-05 § 3.5)

15.18.110 Warning and disclaimer of liability.

The degree of flood protection required by this chapter is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by manmade or natural causes. This chapter does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This chapter shall not create liability on the part of Skamania County, any officer or employee thereof, or the Federal Insurance Administration, for any flood damages that result from reliance on this chapter or any administrative decision lawfully made hereunder. (Ord. 1989-05 § 3.6)

15.18.115 Severability

This ordinance and the various parts thereof are hereby declared to be severable. Should any Section of this ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the ordinance as a whole, or any portion thereof other than the Section so declared to be unconstitutional or invalid.

15.18.120 Development permit—Required— Application.

- A. **Required.** A development permit shall be obtained before construction or development begins within any area of special flood hazard established in Section [15.18.070](#). The permit shall be for all structures including manufactured homes, as set forth in the Section [15.18.050](#), and for all development including fill and other activities, also as set forth in Section [15.18.050](#).
- B. **Application.** Application for a development permit shall be made on forms furnished by the administrator and may include but not be limited to, plans in duplicate drawn to scale showing the nature, location, dimensions, and elevations of the area in question; existing or proposed structures, fill, storage of materials, drainage facilities, and the location of the foregoing. Specifically, the following information is required:
 - 1. Elevation in relation to mean sea level, of the lowest floor (including basement) of all structures;
 - 2. Elevation in relation to mean sea level to which any structure has been floodproofed;

3. Certification by a registered professional engineer or architect that the floodproofing methods for any nonresidential structure meet the floodproofing criteria in Section [15.18.170](#)(B); and
4. Description of the extent to which a watercourse will be altered or relocated as a result of proposed development. (Ord. 1989-05 § 4.1)

15.18.130 Administrator—Designated.

The Skamania County building official is appointed to administer and implement this chapter by granting or denying development permit applications in accordance with its provisions. (Ord. 1989-05 § 4.2)

15.18.140 Administrator—Duties and responsibilities.

Duties of the administrator shall include, but not be limited to:

A. Permit Review.

1. Review all development permits to determine that the permit requirements of this chapter have been satisfied;
2. Review all development permits to determine that all necessary permits have been obtained from those federal, state, or local governmental agencies from which prior approval is required;
3. Review all development permits to determine if the proposed development is located in the floodway. If located in the floodway, assure that the provisions of Section [15.18.180](#) are met;
4. Review all development permits to ensure the site is reasonably safe from flooding.

B. Use of Other Base Flood Data.

When base flood elevation data has not been provided in accordance with Section [15.18.070](#), the administrator shall obtain, review, and reasonably utilize any base flood elevation and floodway data available from a federal, state or other source, in order to administer Sections [15.18.170](#) and [15.18.180](#).

C. Information to be Obtained and Maintained.

1. Where base flood elevation data is provided through the Flood Insurance Study or required as in subsection B of this section, obtain and record the actual (as-built) elevation (in relation to mean sea level) of the lowest floor, including basement, of all new or substantially improved structures, and whether or not the structure contains a basement;
2. For all new or substantially improved floodproofed structures:
 - a. Verify and record the actual elevation (in relation to mean sea level), and
 - b. Maintain the floodproofing certifications required in Section [15.18.120\(B\)\(3\)](#).
3. Maintain for public inspection all records pertaining to the provisions of this chapter.

D. Alteration of Watercourses.

1. Notify adjacent communities, the Washington Department of Fish and Wildlife, and the Washington State Department of Ecology prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Insurance Administrator;
2. Assure that the flood carrying capacity of the altered or relocated portion of said watercourse is maintained.

E. Interpretation of FIRM Boundaries.

Make interpretations where needed, as to exact location of the boundaries of the areas of special flood hazards (for example, where there appears to be a conflict between a mapped boundary and actual field conditions). The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in Section [15.18.150](#) (Ord. 1989-05 § 4.3)

15.18.150 Appeal procedure.

Any party aggrieved by any final order of the administrator shall have the right to appeal to the Skamania County board of commissioners by filing a written notice of appeal with said board within fifteen calendar days from the date of said final order of the administrator. Such appeals shall be granted consistent with the standards of Section 60.6 of the "Rules and Regulations of the National Flood Insurance Program" ([44 CFR 59-76](#)). (Ord. 1989-05 § 4.4)

15.18.155 Variances

The variance criteria set forth in this section of the ordinance are based on the general principle of zoning law that variances pertain to a piece of property and are not personal in nature. A variance may be granted for a parcel of property with physical characteristics so unusual that complying with the requirements of this ordinance would create an exceptional hardship to the applicant or the surrounding property owners. The characteristics must be unique to the property and not be shared by adjacent parcels. The unique characteristic must pertain to the land itself, not to the structure, its inhabitants, or the property owners.

It is the duty of the Skamania County to help protect its citizens from flooding. This need is so compelling and the implications of the cost of insuring a structure built below the Base Flood Elevation are so serious that variances from the flood elevation or from other requirements in the flood ordinance are quite rare. The long-term goal of preventing and reducing flood loss and damage can only be met if variances are strictly limited. Therefore, the variance guidelines provided in this ordinance are more detailed and contain multiple provisions that must be met before a variance can be properly granted. The criteria are designed to screen out those situations in which alternatives other than a variance are more appropriate.

A. Requirements for Variances

1. Variances shall only be issued:

- a. Upon a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances;
- b. For the repair, rehabilitation, or restoration of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure;
- c. Upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief;
- d. Upon a showing of good and sufficient cause;
- e. Upon a determination that failure to grant the variance would result in exceptional hardship to the applicant;

- f. Upon a showing that the use cannot perform its intended purpose unless it is located or carried out in close proximity to water. This includes only facilities defined in Section [15.18.050](#) of this ordinance in the definition of "Functionally Dependent Use."
2. Variances shall not be issued within any floodway if any increase in flood levels during the base flood discharge would result.
3. Generally, variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the BFE, provided the procedures of Sections [15.18.120](#) and [15.18.160](#) of this ordinance have been fully considered. As the lot size increases beyond one-half acre, the technical justification required for issuing the variance increases.

B. Variance Criteria

1. In considering variance applications, the Skamania County Board of Commissioners shall consider all technical evaluations, all relevant factors, all standards specified in other sections of this ordinance, and:
 - a. The danger that materials may be swept onto other lands to the injury of others;
 - b. The danger to life and property due to flooding or erosion damage;
 - c. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
 - d. The importance of the services provided by the proposed facility to the community;
 - e. The necessity to the facility of a waterfront location, where applicable;
 - f. The availability of alternative locations for the proposed use, which are not subject to flooding or erosion damage;
 - g. The compatibility of the proposed use with existing and anticipated development;
 - h. The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;

- i. The safety of access to the property in time of flood for ordinary and emergency vehicles;
- j. The expected heights, velocity, duration, rate of rise, and sediment transport of the flood waters expected at the site; and,
- k. The costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities, such as sewer, gas, electrical, water system, and streets and bridge.

C. Additional Requirements for the Issuance of a Variance:

1. Any applicant to whom a variance is granted shall be given written notice over the signature of a community official that:
 - a. The issuance of a variance to construct a structure below the BFE will result in increased premium rates for flood insurance up to amounts as high as \$25 for \$100 of insurance coverage, and
 - b. Such construction below the BFE increases risks to life and property.
2. The Floodplain Administrator shall maintain a record of all variance actions, including justification for their issuance.
3. The Floodplain Administrator shall condition the variance as needed to ensure that the requirements and criteria of this chapter are met.
4. Variances as interpreted in the NFIP are based on the general zoning law principle that they pertain to a physical piece of property; they are not personal in nature and do not pertain to the structure, its inhabitants, economic or financial circumstances. They primarily address small lots in densely populated residential neighborhoods. As such, variances from flood elevations should be quite rare.

15.18.160 General standards.

In all areas of special flood hazards, the following standards are required:

- A. Anchoring.

1. All new construction and substantial improvements shall be anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads including the effects of buoyancy.
2. All manufactured homes must likewise be anchored to prevent flotation, collapse or lateral movement, and shall be installed using methods and practices that minimize flood damage. Anchoring methods may include, but are not limited to, use of over-the-top or frame ties to ground anchors (Reference FEMA's "Manufactured Home Installation in Flood Hazard Areas" guidebook for additional techniques).

B. Construction Materials and Methods.

1. All new construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage.
2. All new construction and substantial improvements shall be constructed using methods and practices that minimize flood damage.
3. Electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities shall be designed and/or otherwise elevated or located so as to prevent water from entering or accumulating within the components during conditions of flooding.

C. Utilities.

1. All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;
2. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharge from the systems into floodwaters; and
3. On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

D. Subdivision Proposals.

1. All subdivision proposals shall be consistent with the need to minimize flood damage;

2. All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize flood damage;
3. All subdivision proposals shall have adequate drainage provided to reduce exposure to flood damage; and
4. Where base flood elevation data has not been provided or is not available from another authoritative source, it shall be generated for subdivision proposals and other proposed developments which contain at least fifty lots or five acres (whichever is less).

E. Review of Building Permits.

Where elevation data is not available either through the Flood Insurance Study or from another authoritative source (Section [15.18.140\(B\)](#)), applications for building permits shall be reviewed to assure that proposed construction will be reasonably safe from flooding. The test of reasonableness is a local judgement and includes use of historical data, high watermarks, photographs of past flooding, etc., where available. The minimum elevation in these areas will be at least two feet above grade (Ord. 1989-05 § 5.1)

15.18.170 Specific standards.

In all areas of special flood hazards where base flood elevation data has been provided as set forth in Section [15.18.070](#), or Section [15.18.140\(B\)](#), the following provisions are required.

A. Residential Construction.

1. New construction and substantial improvement of any residential structure shall have the lowest floor, including basement, elevated to or above the base flood elevation.
2. Fully enclosed areas below the lowest floor that are subject to flooding are prohibited, or if used solely for parking, access or storage shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Design for meeting this requirement must either be certified by a registered professional engineer or architect or must meet or exceed the following minimum criteria:

- a. A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.
- b. The bottom of all openings shall be no higher than one-foot above grade.
- c. Openings may be equipped with screens, louvers, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.
- d. Crawlspace
 - 1. The building must be designed and adequately anchored to resist flotation, collapse, and lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.
 - 2. Flood velocities must be less than 5 feet per second.
 - 3. Flood openings must be installed that allow for the automatic entry and exit of floodwaters.
 - 4. The portions of the building below the BFE must be constructed with materials resistant to flood damage. This includes not only the foundation walls of the crawlspace used to elevate the building, but also any joists, insulation, or other materials that extend below the BFE.
 - 5. Any building utility systems within the crawlspace must be elevated above BFE or designed so that floodwaters cannot enter or accumulate within the system components during flood conditions. Ductwork, in particular, must either be placed above the BFE or sealed from floodwaters.
 - 6. The interior grade of a crawlspace below the BFE must not be more than 2 feet below the lowest adjacent exterior grade (LAG).
 - 7. The height of the below-grade crawlspace, measured from the interior grade of the crawlspace to the top of the crawlspace foundation wall must not exceed 4 feet at any point.

8. There must be an adequate drainage system that removes floodwaters from the interior area of the crawlspace.

B. Nonresidential Construction.

New construction and substantial improvement of any commercial, industrial or other nonresidential structure shall either have the lowest floor, including basement, elevated to or above the level of the base flood elevation; or, together with attendant utility and sanitary facilities, shall:

- a. Be floodproofed so that below one foot above the base flood level the structure is watertight with walls substantially impermeable to the passage of water;
- b. Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy;
- c. Be certified by a registered professional engineer or architect that the design and methods of construction are in accordance with accepted standards of practice for meeting provisions of this subsection based on their development and/or review of the structural design, specifications and plans. Such certifications shall be provided to the official as set forth in Section [15.18.140\(C\)\(2\)](#).
- d. Nonresidential structures that are elevated, not floodproofed, must meet the same standards for space below the lowest floor as described in subsection (A)(2) of this section.
- e. Applicants floodproofing nonresidential buildings shall be notified that flood insurance premiums will be based on rates that are one foot above the floodproofed level (e.g. a building floodproofed to or above the base flood level will be rated as at the base flood level).

C. Critical Facility.

Construction of new critical facilities shall be, to the extent possible, located outside the limits of the base floodplain. Construction of new critical facilities shall be permissible within the base floodplain if no feasible alternative site is available. Critical facilities constructed within the base floodplain shall have the lowest floor elevated to three feet or more above the level of the base flood elevation at the site. Floodproofing and sealing measures must be taken to ensure that toxic substances will not be displaced by or released into floodwaters. Access routes elevated to or above the level of the base floodplain shall be provided to all critical facilities to the extent possible.

D. Manufactured Homes.

All manufactured homes to be placed or substantially improved within zones A1-30, AH, and AE on the community's FIRM shall be elevated on a permanent foundation such that the lowest floor of the manufactured home is to or above the base flood elevation; and be securely anchored to an adequately anchored foundation system in accordance with the provisions of Section [15.18.160\(a\)\(2\)](#). This paragraph applies to manufactured homes to be placed or substantially improved in an expansion to an existing manufactured home park or subdivision. This paragraph does not apply to manufactured homes to be placed or substantially improved in an existing manufactured home park or subdivision except where the repair, reconstruction, or improvement of the streets, utilities and pads equals or exceeds fifty percent of the value of the streets, utilities and pads before the repair, reconstruction or improvement has commenced. (Ord. 1989-05 § 5.2)

E. Recreational Vehicles.

1. Recreational vehicles placed on sites are required to either:
2. Be on the site for fewer than 180 consecutive days,
3. Be fully licensed and ready for highway use, on wheels or jacking system, attached to the site only by quick disconnect type utilities and security devices, and have no permanently attached additions; or
4. Meet the standards for manufactured homes in (D) above.

15.18.180 Floodways.

Located within areas of special flood hazard established in Section [15.18.070](#) are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of floodwaters which carry debris, potential projectiles, and erosion potential, the following provisions apply:

- A. Prohibit encroachments, including fill, new construction, substantial improvements, and other development unless certification by a registered professional engineer or architect is provided demonstrating that encroachments shall not result in any increase in flood levels during the occurrence of the base flood discharge.
- B. Construction or reconstruction of residential structures is prohibited within designated floodways, except for:

1. Repairs, reconstruction, or improvements to a structure which do not increase the ground floor area; and
2. Repairs, reconstruction or improvements to a structure, the cost of which does not exceed fifty percent of the market value of the structure either,
 - a. Before the repair, reconstruction, or repair is started, or
 - b. If the structure has been damaged, and is being restored, before the damage occurred. Work done on structures to correct existing violations of health, sanitary, or safety code specifications that have been identified by the local code enforcement official and that are the minimum necessary to assure safe living conditions, or to structures identified as historic places shall not be included in the fifty percent.
3. Replacement of Farmhouses in Floodway.

Repairs, reconstruction, replacement, or improvements to existing farmhouse structures located in designated floodways and that are located on lands designated as agricultural lands of long-term commercial significance under RCW 36.70A.170 may be permitted subject to the following:

- a. The new farmhouse is a replacement for an existing farmhouse on the same farm site;
- b. There is no potential building site for a replacement farmhouse on the same farm outside the designated floodway;
- c. Repairs, reconstruction, or improvements to a farmhouse shall not increase the total square footage of encroachment of the existing farmhouse;
- d. A replacement farmhouse shall not exceed the total square footage of encroachment of the farmhouse it is replacing;
- e. A farmhouse being replaced shall be removed, in its entirety, including foundation, from the floodway within ninety days after occupancy of a new farmhouse;
- f. For substantial improvements and replacement farmhouses, the elevation of the lowest floor of the improvement and farmhouse respectively, including basement, is a minimum of one foot higher than the BFE;

- g. New and replacement water supply systems are designed to eliminate or minimize infiltration of flood waters into the system;
 - h. New and replacement sanitary sewerage systems are designed and located to eliminate or minimize infiltration of flood water into the system and discharge from the system into the flood waters; and
 - i. All other utilities and connections to public utilities are designed, constructed, and located to eliminate or minimize flood damage.
- C. If subsection (A) of this section is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of Sections [15.18.160](#) through [15.18.190](#) of this chapter. (Ord. 1989-05 § 5.3)

15.18.190 Encroachments.

In areas with BFEs (but a regulatory floodway has not been designated), no new construction, substantial improvements, or other development (including fill) shall be permitted within zones A1-30 and AE on the community's FIRM, unless it is demonstrated that the cumulative effect of any proposed development, where combined with all other existing and anticipated development, shall not increase the water surface elevation of the base flood more than one point. (Ord. 1989-05 § 5.4)

RESOLUTION NO. 2024-07

(Adopting the County ADA Transition Plan)

WHEREAS, Skamania County is committed to removing barriers to accessibility and providing equal access to its public programs, services, facilities, and activities for all citizens including those with disabilities. To achieve this end, the County is developing an ADA (Americans with Disabilities Act) Transition Plan in phases; and

WHEREAS, the initial phase of the plan includes curb ramps, sidewalks, driveways, and transit stops within the County’s public right-of-way as well as select administrative policies and procedures; and

WHEREAS, the future phases of the plan will include other County facilities and infrastructure in the public right-of-way, County buildings and park facilities, and County programs, service and activities; and

WHEREAS, the County’s ADA transition plan for the public right of-way meets the four requirements outlined in Title II of the ADA, Section 28 CFR Part 35.150 (d) - Transition Plan:

- Identifies physical obstacles in the public entity’s facilities that limit the accessibility of its programs or activities to individual with disabilities; and
- Describes the methods that will be used to make the facilities accessible; and
- Specifies a schedule for taking the steps necessary to achieve compliance with this section and, if the time period of the transition plan is longer than one (1) year, identifies steps that will be taken during each year of the transition period; and
- Identifies the public officials responsible for the implementation of the plan; and

WHEREAS, Section 504 of the Rehabilitation Act of 1973 (49 CFR Part 27), Title II of the Americans with Disabilities Act of 1990 (CFR 28 Part 35), 2010 ADA Standards, WSDOT Local Agency Guidelines Manual (Chapter 29), and Public Right-of-Way Accessibility Guidelines (PROWAG) informed the content and scope of the County’s ADA Self Evaluation and Transition Plan.

NOW, THEREFORE, BE IT RESOLVED, by the Skamania County Board of Commissioners that the 2024 ADA Transition Plan is hereby adopted for Skamania County effective May 14, 2024.

ADOPTED this _____ **day of** _____, _____

ATTEST:

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

Lisa Sackos, Clerk of the Board

Asa Leckie, Chair

Richard Mahar, Commissioner

T.W. Lannen, Commissioner

Approved as to form only:

Adam Kick, Prosecuting Attorney

RESOLUTION 2024-04

(Supplemental Budget #1 for 2024 budget for various funds)

WHEREAS, various funds and departments have unanticipated expenditures and revenues for 2024; 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 2024 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 14th of May 2024 at 5:30 o'clock p.m. or shortly thereafter.

PASSED IN REGULAR SESSION this 9th day of April 2024.

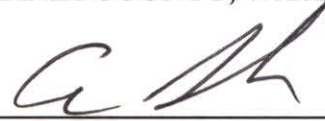


ATTEST:



Lisa Sackos, Clerk of the Board

SKAMANIA COUNTY, WASHINGTON



Asa Leckie, Chairman



Richard Mahar, Commissioner



T.W. Lannen, Commissioner

RESOLUTION NO. 2024-04 IS HEREBY APPROVED AND ADOPTED in regular session this 14th day of May 2024 upon public hearing having been held in accordance with the laws of the State of Washington.

**BOARD OF COMMISSIONERS
SKAMANIA COUNTY, WASHINGTON**

Asa Leckie, Chairman

ATTEST:

Richard Mahar, Commissioner

Lisa Sackos, Clerk of the Board

T.W. Lannen, Commissioner

APPROVED AS TO FORM ONLY:

Adam Kick, Prosecuting Attorney

For _____
Against _____
Abstain _____
Absent _____

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 2024-04 Supplemental Budget #1 for 2024 to supplement budgets for various funds due to unanticipated expenditures and revenues unknown at the time of approval of the 2024 Budget.

Oral and written testimony will be considered at the public hearing by the Board of Commissioners. Written testimony 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 #1 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, May 14th, 2024
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:
To Join by Phone: 1 346 248 7799 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 any special accommodation in order to attend the meeting: (509) 427-3700.

DATED this 9th day of April 2024.

Lisa Sackos
Clerk of the Board
Publish: April 17th and April 24th, 2024

DATE: April 9th, 2024

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 - Resolution 2024-04, Supplemental Budget #1 for 2024
Publish as: Legal Notice
Publish on: April 17th and April 24th, 2024
Send Bill to: Commissioners

**ATTACHMENT A - RESOLUTION 2024-04
Supplemental Budget #1 to 2024 Budget**

Year to Date funds requested from Current Expense (Not covered by increased departmental revenues)	\$1,015,000.00
Total Needed from Current Expense for this supplemental	(Included in YTD Total above) \$1,015,000.00

Current Expense Funds

Sheriff	0010.230.334.011.000	ST - Criminal Justice Training	\$6,400.02
	0010.230.337.100.000	CJTC - Training	\$495.00
	0010.230.395.100.000	Surplus Property Sale	\$23,971.28
			<hr/>
			\$30,866.30
	0010.230.521.220.105	Overtime - Patrol	\$495.00
	0010.230.521.220.220	Uniform - Patrol	\$737.85
	0010.230.521.220.350	Small Tools - Patrol	\$16,771.43
	0010.230.521.220.410	Prof Services - Patrol	\$6,400.02
	0010.230.521.220.458	Vehicle Replacement	\$6,462.00
		<hr/>	
		\$30,866.30	
Non-Departmental Revenues	0010.380.308.910.000	Unassigned Beginning Cash	\$15,000.00
Operating Transfers Out	0010.370.597.000.019	Operating Transfer to Election Reserves	\$15,000.00
			<hr/>
Non-Departmental Revenues	0010.380.308.910.000	Unassigned Beginning Cash	\$1,000,000.00
Operating Transfers Out	0010.370.597.000.024	Operating Transfer to C/R Insurance	\$1,000,000.00
			<hr/>

Special Revenues Funds

C/R Insurance	1020.000.397.000.000	Operating Transfer In	\$1,000,000.00
	1020.000.519.190.460	Insurance	\$1,000,000.00
			<hr/>

Special Revenues Funds continued

Veteran's Relief	1170.000.334.045.000	State Grant Dept. Veteran Affairs	\$12,100.00
	1170.000.508.310.000	Restricted Ending Cash	-\$60,800.00
	1170.000.565.200.100	Salaries and Wages	\$11,000.00
	1170.000.565.200.215	Payroll Taxes	\$1,100.00
	1170.000.565.200.310	Office and Operating Supplies	\$2,300.00
	1170.000.565.200.490	Miscellaneous	\$10,500.00
	1170.000.597.000.000	Operating Transfers Out	\$48,000.00
			\$12,100.00
Election Reserve	1180.000.334.003.002	Grant Secretary of State	\$80,000.00
	1180.000.397.000.000	Operating Transfer In	\$15,000.00
			\$95,000.00
	1180.000.508.410.000	Committed Ending Cash	-\$15,000.00
	1180.000.514.400.410	Professional Services	\$110,000.00
			\$95,000.00

Internal Service Funds

ER&R County Road Replacement	5010.101.308.310.000	Restricted Beginning Cash	\$750,000.00
	5010.101.594.480.640	Road Vehicle Replacement	\$750,000.00
			\$750,000.00

Resolution 2024-04
Supplemental Budget #1 Explanation

Attachment A

Public Hearing

May 14, 2024

-

5:30 p.m.

The total Current Expense spending authority requested for this supplemental not covered by increased revenues or other budget offsets is 1,015,000.00.

Year to date funds requested by supplemental from Current Expense is \$1,015,000.00.

\$30,866.30 – Sheriff (0010.230) Received revenue from the sale of surplus item(s), the sale of K9 Remi, and a grant from CJTC. Requesting to spend the funds to outfit a Mobile Communications Unit, restoring the K9 unit back to a normal patrol vehicle, and for professional services related to the Health and Wellness grant from CJTC.

\$15,000 – Operating Transfers Out (0010.370) Requesting an operating transfer out to Election Reserves for half of the overage for the fire suppression system for the vault(s). (Offset – Current Expense Non-Departmental Revenues)

\$1,000,000 – Operating Transfer Out (0010.370) Requesting an operating transfer out to C/R Insurance for Risk Pool Insurance premiums. (Offset – Current Expense Non-Departmental Revenues)

\$1,000,000 – C/R Insurance (1020.000) Requesting expenditure authority for the operating transfer in for the Risk Pool Insurance premiums.

\$12,100 – Veteran’s Relief (1170.000) There have been a lot of early relief requests so far in 2024. Additionally, there is a need to budget for the Senior Services Veteran Bus support and additional expenditures for the Veteran’s Services Coordinator position.

\$95,000 – Election Reserves (1180.000) Received a grant from the Washington Secretary of State’s Office to seal and install fire suppression systems in two vaults at the Courthouse.

\$750,000 – ER&R County Road Replacement (5010.101) Vehicles that were ordered in 2022 are just arriving in 2024. Need to grant expenditure authority for the purchases in the 2024 budget.