

SKAMANIA COUNTY BOARD OF COMMISSIONERS

240 NW Vancouver Ave.

Stevenson, WA 98648

Agenda for Tuesday, October 22nd – Thursday, October 24th, 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, October 22nd, 2024

9:00 AM Staff Reports

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

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

1. Minutes for meeting October 15th, 2024.
2. Resolution 2024-17, Rescinding Small Works Roster Resolutions 1996-46, 1999-07, 1999-76, 2001-16, & 2010-70.
3. Resolution 2024-18, Rescinding Resolution 1998-17 Adopting Policy & Procedures for Informal Bidding & Purchase.
4. Resolution 2024-19, Rescinding Resolutions 1970-11 & 1971-12 Regarding the Skamania County Weighmaster Position.
5. Updated Procurement Policy and Procedure.
6. Resolution 2024-20, Establishing Legal Holidays for 2025.
7. Resolution 2024-24, Authorizing Membership with the Washington Counties Risk Group.
8. Interlocal agreement with the Washington Counties Risk Group.
9. Contract amendment #1 with the Washington State Department of Corrections to extend the length of the contract to June 30th, 2026.
10. Request to negotiate with Cornforth Consultants Services for Washougal Slide Feasibility Study contract.
11. Contract with Gresham Roofing & Construction for roof replacement on a USFS conveyance building.
12. Set public hearing for the 2025-2030 Six-Year Transportation Improvement Plan (TIP).

Voucher Approval
 Payroll Approval

WSU Extension Report

Meeting Updates

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.

- 10:00 AM** Department Head Reports
- 10:30 AM** Safety Committee Report
- 11:00 AM** Workshop with Financial Management Group, Elected Officials, Department Heads, and Managers to discuss County finances
- Preliminary Budget Workshop – Human Resources
- Lunch**
- 1:30 PM** Preliminary Budget Workshop – Public Works/Community Development
- 2:15 PM** Updates with Columbia Gorge Commission Executive Director Krystyna Wolniakowski, and Acting Columbia Gorge National Scenic Area Forest Supervisor Erin Black
- 3:30 PM** Preliminary Budget Workshop – County Clerk
- 4:00 PM** Preliminary Budget Workshop – Commissioners

Wednesday, October 23rd, 2024

- 10:30 AM** Preliminary Budget Workshop – Probation
- 11:00 AM** Preliminary Budget Workshop – Auditor
- Preliminary Budget Workshop - Treasurer
- 11:30 AM** Preliminary Budget Workshop – Assessor
- Lunch**
- 1:30 PM** Preliminary Budget Workshop – Senior Services
- 2:00 PM** Preliminary Budget Workshop - Sheriff

Thursday, October 24th, 2024

- 1:00 PM** Preliminary Budget Workshop – District Court
- 1:30 PM** Preliminary Budget Workshop – Noxious Weed
- 2:00 PM** Preliminary Budget Workshop – Community Events
- Adjourn**

Announcements

- 4:00 PM** The **Veterans Advisory Board** will be holding a meeting on **Wednesday, October 23rd, 2024**, in the Commissioners' meeting room.

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.

BOARD OF SKAMANIA COUNTY COMMISSIONERS
Skamania County Courthouse
240 NW Vancouver Ave. Lower Level, Room 18
Stevenson, WA 98648
Minutes for Meeting of October 15th, 2024

The Commissioners' business meeting was called to order at 9:30 a.m. on Tuesday, October 15th, 2024, at the Commissioners' meeting room located at 240 NW Vancouver Avenue in Stevenson, Washington with Commissioners T.W. Lannen, Richard Mahar, and Asa Leckie, Chair, present.

The Pledge of the Allegiance was led by Commissioner Asa Leckie, Chair.

There was no public comment.

Commissioner Lannen moved, seconded by Commissioner Mahar, and the motion carried unanimously to add the Washington Counties Risk Group Member Contact Change Form to the agenda.

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

1. Minutes for meeting October 8th, 2024.
2. Set public hearing for public testimony and consider adopting the 2025 Preliminary Budget.
3. Contract amendment #1 with the Skamania County Pioneer to adjust the legal notice printing rate.
4. Letter to Robert K. Weidner regarding renewal of interlocal agreement.
5. State of Washington Hazard Mitigation Grant to supply back-up power for emergencies.

Commissioner Mahar moved, seconded by Commissioner Lannen, and the motion carried unanimously to approve vouchers for the period dated October 15th, 2024, totaling \$140,103.40 with the Current Expense amount of \$42,926.75, covering warrant numbers 200490 through 200544.

Commissioner Lannen moved, seconded by Commissioner Mahar, to approve the Washington Counties Risk Group Member Contact Change Form and add Commissioner Leckie as the primary contact. Commissioner Leckie, Chair, abstained from voting. The motion carried with two "ayes" and one "abstain".

The Board reported on various meetings they attended.

The meeting recessed at 9:55 a.m. and reconvened the same day at 10:00 a.m. with Commissioners T.W. Lannen and Richard Mahar present. Commissioner Asa Leckie, Chair, was absent and Commissioner Mahar assumed the role of Acting Chair.

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 10:16 a.m. and reconvened the same day at 10:30 a.m. with Commissioners T.W. Lannen and Richard Mahar, Acting Chair, present. Commissioner Asa Leckie, Chair, was absent.

The Board met for a workshop with Community Health Director Tamara Cissell, Community Health Data and Finance Manager Allen Esaacson, and Public Works Director David Waymire to discuss the replacement of the seasonal shelter with a modular building for administrative staff.

Commissioner Leckie, Chair, re-joined the meeting at 10:36 a.m. and resumed the role of the Chair.

Commissioner Leckie, Chair, left the meeting at 11:00 a.m. and Commissioner Mahar assumed the role of Acting Chair.

The Board met with Business Advisor Tessa Bowdish and Assistant State Director Ron Nielsen for Washington Small Business Development Center updates.

The meeting recessed at 11:15 a.m. and reconvened the same day at 1:32 p.m. with Commissioners T.W. Lannen, Richard Mahar and Asa Leckie, Chair, present.

The Board met with the Financial Management Group to discuss the 2025 budget.

The meeting recessed at 2:20 p.m. and reconvened the same day at 2:30 p.m. with Commissioners T.W. Lannen, Richard Mahar and Asa Leckie, Chair, present.

The Board met with Washington Gorge Action Programs Director Jennifer Pauletto for updates.

Commissioner Mahar moved, seconded by Commissioner Lannen, and the motion carried unanimously to adjourn the Skamania County Board of Commissioners meeting for Tuesday, October 15th, 2024.

The meeting adjourned at 2:46 p.m.

ATTEST:

**BOARD OF COMMISSIONERS
SKAMANIA COUNTY, WASHINGTON**

Asa Leckie, Chair

Richard Mahar, Commissioner

Lisa Sackos, Clerk of the Board

T.W. Lannen, Commissioner

SKAMANIA COUNTY BOARD OF COMMISSIONERS
RESOLUTION NO. 2024-17
(RESCINDING SMALL WORKS ROSTER RESOLUTIONS 1996-46, 1999-07, 1999-76, 2001-16,
AND 2010-70)

WHEREAS, Skamania County previously adopted Resolutions 1996-46, 1999-07, 1999-76, 2001-16, and 2010-70, which established various policies and procedures related to Small Works contracts; and

WHEREAS, the Board of County Commissioners has determined that these resolutions are outdated and no longer reflective of the current best practices, policies, or statutory requirements governing Small Works contracts in the county; and

WHEREAS, the County seeks to update and streamline its Small Works processes in accordance with state law and modern administrative practices, thereby necessitating the rescission of the aforementioned resolutions; and

WHEREAS, the rescission of these resolutions is in the best interest of Skamania County to ensure efficiency, compliance with current regulations, and transparency in contracting processes;

NOW, THEREFORE, BE IT RESOLVED by the Skamania County Board of Commissioners that the following resolutions are hereby rescinded in their entirety:

- Resolution 1996-46
- Resolution 1999-07
- Resolution 1999-76
- Resolution 2001-16
- Resolution 2010-70

BE IT FURTHER RESOLVED, that any provisions in prior resolutions, policies, or procedures conflicting with this resolution are hereby repealed to the extent of such conflict.

PASSED IN REGULAR SESSION this 22nd day of October, 2024.

ATTEST:

SKAMANIA COUNTY
BOARD OF COMMISSIONERS

Lisa Sackos, Clerk of the Board

Asa Leckie, Chairman

Approved as to form only:

Richard Mahar, Commissioner

Adam Kick
Skamania County Prosecuting Attorney

T.W. Lannen, Commissioner

Aye ___ Nay ___ Abstain ___ Absent ___

SKAMANIA COUNTY BOARD OF COMMISSIONERS
RESOLUTION NO. 2024-18
(RESCINDING RESOLUTION 1998-17 ADOPTING POLICY AND PROCEDURES FOR
INFORMAL BIDDING AND PURCHASE)

WHEREAS, Skamania County adopted Resolution 1998-17, which established policies and procedures for informal bidding and purchases for county projects; and

WHEREAS, the policies and procedures established under Resolution 1998-17 are now outdated and no longer aligned with current best practices, statutory requirements, or the county's goals for procurement and purchasing; and

WHEREAS, the Board of County Commissioners has determined that it is necessary to rescind Resolution 1998-17 to allow for the implementation of updated and more efficient procurement policies and procedures that reflect the county's commitment to transparency, cost-effectiveness, and compliance with current laws; and

WHEREAS, rescinding Resolution 1998-17 is in the best interest of Skamania County to ensure that procurement and purchasing processes are efficient, transparent, and legally compliant;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Skamania County, Washington, that Resolution 1998-17 is hereby rescinded in its entirety.

BE IT FURTHER RESOLVED, that any provisions in prior resolutions, policies, or procedures conflicting with this resolution are hereby repealed to the extent of such conflict.

PASSED IN REGULAR SESSION this 22nd day of October, 2024.

ATTEST:

SKAMANIA COUNTY
BOARD OF COMMISSIONERS

Asa Leckie, Chairman

Lisa Sackos, Clerk of the Board

Richard Mahar, Commissioner

Approved as to form only:

T.W. Lannen, Commissioner

Adam Kick
Skamania County Prosecuting Attorney

Aye _____
Nay _____
Abstain _____
Absent _____

**SKAMANIA COUNTY BOARD OF COMMISSIONERS
RESOLUTION NO. 2024-19
(RESCINDING RESOLUTIONS 1970-11 AND 1971-12 REGARDING THE SKAMANIA
COUNTY WEIGHMASTER POSITION)**

WHEREAS, Skamania County adopted Resolutions 1970-11 and 1971-12, establishing the position of Weighmaster and setting forth the duties and responsibilities associated with that position; and

WHEREAS, the position of Weighmaster, as established in these resolutions, is no longer necessary or applicable due to changes in county operations, staffing, and responsibilities; and

WHEREAS, the duties previously performed by the Weighmaster have been reassigned or are now managed through other county departments and procedures, rendering the continuation of these resolutions redundant and obsolete; and

WHEREAS, the Board of County Commissioners has determined that it is in the best interest of Skamania County to formally rescind Resolutions 1970-11 and 1971-12 in order to streamline and update county administrative policies;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Skamania County, Washington, that Resolutions 1970-11 and 1971-12 are hereby rescinded in their entirety.

BE IT FURTHER RESOLVED, that any provisions in prior resolutions, policies, or procedures conflicting with this resolution are hereby repealed to the extent of such conflict.

PASSED IN REGULAR SESSION this 22nd day of October, 2024.

ATTEST:

SKAMANIA COUNTY
BOARD OF COMMISSIONERS

Asa Leckie, Chairman

Lisa Sackos, Clerk of the Board

Richard Mahar, Commissioner

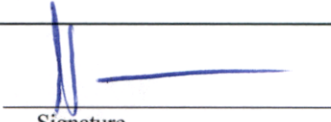
Approved as to form only:

T.W. Lannen, Commissioner

Adam Kick
Skamania County Prosecuting Attorney

Aye _____
Nay _____
Abstain _____
Absent _____

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	<u>Public Works</u> Department	 _____ Signature
<u>AGENDA DATE</u>	<u>10-22-2024</u>	
<u>SUBJECT</u>	<u>Procurement Policy</u>	
<u>ACTION REQUESTED</u>	<u>Approve the proposed Procurement Policy</u>	

SUMMARY/BACKGROUND

Skamania County is required to maintain a clear policy on procurement. This policy will cover these requirements.

FISCAL IMPACT

There are no budgetary impacts from the policy.

RECOMMENDATION

I recommend the board move to approve this policy.

LIST ATTACHMENTS

Procurement Policy

PROCUREMENT POLICY AND PROCEDURE

Sections:

1.10 Purpose.

1.20 Policy.

1.30 Procedure.

1.40 Sole Source

1.50 Federal Procurement.

1.10 Purpose.

The purpose of this chapter is to provide a uniform and controlled system of procurement for contracts, leases, or purchases involving more than five thousand dollars but not exceeding forty thousand dollars that will ensure compliance with RCW 36.32.245 and RCW 36.32.253 and to dispense with any bidding process for purchases less than five thousand dollars.

The uniform process must comply with RCW 39.04.190, which requires the county to establish a vendor list. The county must publish in a newspaper at least twice a year a notice of the existence of the list and solicit names to add to this list. Additionally, the county must establish a procedure for securing telephone or written quotations, or both, from at least three different vendors whenever possible to assure a competitive price and to award the contract to the lowest responsible bidder. (Res. 1998-17 (part))

1.20 Policy.

It shall be the policy of Skamania County to dispense with all advertising and formal sealed bidding for purchases of less than five thousand dollars.

It shall further be the policy of Skamania County to allow all contracts, leases, and purchases between five thousand dollars and forty thousand dollars to be procured by a uniform bid process to award contracts for materials, supplies, equipment, and services. The county reserves the right to use the formal bidding process when it deems it appropriate.

Nothing herein is intended to benefit any third parties and this policy should not be construed to create any rights for any third person or any vendor. (Res. 1998-17 (part))

1.30 Procedure.

A. Small Works Roster

Skamania County has elected to use the statewide small works roster established under RCW 39.04.151(2) and administered by the Municipal Research Services Center of Washington

(MRSC). We will continue to utilize this process until such a time comes as the County feels it would be better served by a different option such as creating its own small works roster.

B. Solicitation of Informal Bids.

1. The county department making the purchase shall develop a notice or invitation to bid that generally describes the required purchase of any materials, equipment, supplies, or services. The notice shall also provide instructions on how an interested vendor may submit its proposal or bid (i.e. telephone facsimile or mail).
2. Whenever possible, the county department shall attempt to solicit bids from at least three eligible and qualified vendors from the vendor list by either written notice or telephone (including facsimile).
3. The county department shall not release any bid quotation information received from bidders to other bidders or the public before the contract award. Immediately after the award is made, the bid quotations obtained shall be recorded, opened to public inspections, and made available by telephone inquiry.
4. The county department shall award the bid to the lowest responsible bidder as defined in RCW 43.19.1911.
5. Each county department making purchases using this policy shall be responsible for maintaining records that demonstrate compliance with this policy. (Res. 1998-17 (part))

Appendix A

Notice to vendors—Purchase contracts

CLOSING DATE AND TIME: OPEN CONTINUOUSLY

Statements of Interest/Qualifications for providing materials, equipment, supplies, and services for Skamania County, Washington will be received by the Skamania County Department of Public Works, P.O. 1009, Stevenson, Washington 98648.

SCOPE OF WORK:

Skamania County, in accordance with RCW 39.04.190, is announcing its intent to solicit names of vendors for the establishment and maintenance of a vendors list. The list will be maintained to provide a uniform process to award contracts for the purchase of materials, equipment, supplies, or services costing between two thousand five hundred dollars and twenty-five thousand dollars by any and all county departments in lieu of the requirements for formal sealed bidding.

INSTRUCTIONS TO RESPONDENTS:

Interested companies or individuals are requested to submit a brief proposal for providing the requested services. The proposal should include the following information: (1) name, address, telephone number, and fax number of the company or individual; (2) name of the individual to be contacted by county staff; (3) a brief statement of the qualifications the company's or individual's interest in bidding on materials, equipment, supplies or services; (4) a detailed listing of the types of materials, equipment, supplies, or services which could be provided by the respondent.

SELECTION PROCESS:

(1) Skamania County will solicit bids from, whenever possible, at least three vendors on the vendor lists by written notice or telephone (including facsimile); (2) Skamania County will award the contract to the lowest responsible bidder; and (3) a contract awarded from the vendor's list will not be advertised, but the bidding records will be open to the public following the award of contract.

LIMITATIONS:

Skamania County may use the formal bidding process in lieu of the vendors list in the acquisition of materials, supplies, equipment, and services; therefore, the generation and maintenance of a vendor list is solely for the benefit of Skamania County. The cost of submittals and any related expenses shall be entirely the responsibility of the respondent. The vendor list process is intended to protect the public bid process to ensure that citizens of Skamania County are receiving the best service for their money.

1.40 Sole Source.

SOLE SOURCE PURCHASE

When a desired product is subject to a natural monopoly and advertising for bids would result in only one bid, the competitive bidding process can be waived as the vendor would be considered a "sole source provider". To qualify as a sole source provider one or more of the following criteria shall apply:

- a) Sole provider of a licensed or patented good or service
- b) Sole provider of items that are compatible with existing equipment, inventory, systems, programs or services
- c) Sole provider of goods and services for which the County has established a standard
- d) Sole provider of factory-authorized warranty service
- e) Sole provider of goods or services that will meet the specialized needs of the County or perform the intended function
- f) The vendor / distributor is a holder of a used item that would represent good value and is advantageous to the County

When seeking authorization for a purchase from a sole source provider, an Agenda commentary form shall detail the applicable criteria making this a sole source provider. This shall accompany the contract and contract face sheet required for any County contract.

1.50 Federal Procurement.

Purchases or Work that have received a grant or federal funding may not be covered by this policy. These types of purchases often have their own procurement requirements.

The contact administrator is responsible for reviewing the procurement section of their specific grant and ensuring the correct steps are being adhered to.

The federal procurement standards for Non-Federal Entities (NFE) are described in Title 2 of the Code of Federal Regulations (C.F.R.), Part 200, sections 200.317 - 200.327. The Federal Emergency Management Agency (FEMA) provides financial assistance to state, territories, tribes, local governments, nonprofits, institutions of higher education, and other non-Federal entities. All FEMA grant programs are also subject to the Federal procurement standards found at 2 C.F.R 200.317-200.326. The County is a non-federal entity as defined in 2 C.F.R. 200.69.

Where the Federal procurement standards do not address a particular area of procurement, FEMA expects the non-Federal entity (here the County of Skamania) to apply local, state, and/or tribal procurement standards or regulations – whichever applies to the particular NFE. However, where a direct conflict exists between a Federal procurement standard and a local, state, and/or tribal procurement standard or regulation, FEMA expects the County to apply the more restrictive procurement standard.

When procuring property and services under a Federal award, the County will follow 2 CFR 200.318 General Procurement Standards through 200.326 Contract Provisions. The County will comply with all applicable federal procurement requirements related to federal funding. When local, state, and federal rules differ, the County will follow the rule that allows for compliance with all applicable layers. The sections below are an overview, and if applicable, the County will apply to all federally funded procurements.

2 C.F.R 200.318 – General procurement standards. The non-Federal entity must have and use documented procurement procedures, consistent with State, local, and tribal laws and regulations, for the acquisition of property or services required under a Federal award or sub-award.

2 C.F.R 200.319 – Competition. All procurement transactions for the acquisition of property or services required under a Federal award must be conducted in a manner providing full and open competition consistent with the standards of this section and 200.320. Including, but not limited to; Ensuring objective contractor performance; Conducting procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference; Have written procedures for procurement transactions; Ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition; and Noncompetitive procurements can only be awarded in accordance with 200.320.

2 C.F.R 200.320 – Methods of procurement to be followed. The non-Federal entity must have and use documented procurement procedures, consistent with the standards for Informal procurement methods when the value of the procurement for property or services under a Federal Award does not exceed the Simplified Acquisition Threshold. However, when the value of procurement for property under a Federal Grant exceeds the Simplified Acquisition Threshold or a lower threshold established by the non-Federal entity, formal procurement methods are required. Noncompetitive procurement can only be used if one or more apply: Aggregate dollar amount does not exceed the micro-purchase threshold; Item is a single source; Delay resulting from competitive solicitation; Authorized noncompetitive procurement; Competition is determined inadequate after numerous attempts.

2 C.F.R 200.321 – Contracting with small and minority businesses, women’s business enterprises, and labor surplus area firms. The non-Federal entity must take all necessary affirmative steps to assure that minority business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include Placement of qualified firms on solicitation lists; Assurance that firms are solicited whenever they are a potential source; Dividing requirements, when feasible, into smaller tasks to permit maximum participation; Using services and assistance, as appropriate, from firms; Requiring prime contractors subcontracts to follow same steps.

2 C.F.R 200.322 – Domestic preferences for procurements. As appropriate and to the extent consistent with law, the non-Federal Entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preference.

2 C.F.R 200.323 – Procurement of recovered materials. The non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act. Which requires procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) that contain the highest percentage of recovered materials practicable with regards to recovered materials.

2 C.F.R 200.324 – Contract Cost and price. The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. Negotiating profit is a separate element of the price for each contract in which there is no price competition and, in all cases, where cost analysis is performed. Cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

2 C.F.R 200.325 – Federal awarding agency or pass-through entity review. The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. Technical specifications are generally reviewed before incorporation into solicitation. Request for review after a solicitation has been developed is usually limited to the technical aspects of the proposed purchase.

2 C.F.R 200.326 – Bonding requirements. For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the bonding policy and requirements of the

County may be accepted provided that the Federal awarding agency or pass-through entity has decided that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows: A bid guarantee, a performance bond, and a payment bond.

2 C.F.R 200.327 – Contract provisions. The non-federal entity's contracts must contain the applicable provisions described in 2 C.F.R Part 200, Appendix II. The County will include all applicable clauses in awarded contracts.

A. All contracts in excess of \$10,000 must address termination for cause and for convenience by the nonfederal entity including the manner by which it will be affected and the basis for settlement.

B. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

C. Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or Part by Loans or Grants from the United States”). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The nonfederal entity must report all suspected or reported violations to the Federal awarding agency.

D. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708) Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under

working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

E. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]research work under that “funding agreement,” the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

F. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the

G. Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220 must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

H. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

2 C.F.R 180.220 – Covered Transactions (Debarment and Suspension). The County will not award, sub-award, or contract with any supplier that is debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

(a) Covered transactions under this part; (1) Do not include any procurement contracts awarded directly by a Federal agency; but (2) Do include some procurement contracts awarded by non-Federal participants in non-procurement covered transactions.

(b) Specifically, a contract for goods or services is a covered transaction if any of the following applies: (1) The contract is awarded by a participant in a non-procurement transaction that is covered under 180.210, and the amount of the contract is expected to equal or exceed \$25,000. (2) The contract requires the consent of an official of a Federal agency. In that case, the contract, regardless of the amount, always is a covered transaction, and it does not matter who awarded it. For example, it could be a subcontract awarded by a contractor at a tier below a non-procurement transaction, as shown in the appendix to this part. (3) The contract is for Federally-required audit services.

(c) A subcontract also is a covered transaction if (1) It is awarded by a participant in a procurement transaction under a non-procurement transaction of a Federal agency that extends the coverage of paragraph (b)(1) of this section to additional tiers of contracts (see the diagram in the appendix to this part showing that optional lower tier coverage); and (2) The value of the subcontract is expected to equal or exceed \$25,000.

RESOLUTION 2024-20
(Establishing Legal Holidays for 2025)

BE IT HEREBY RESOLVED, by the Board of County Commissioners that pursuant to [RCW 1.16.050](#) and Skamania County Code Chapter 2.48 Personnel Provisions, Skamania County shall observe certain days as legal holidays for the calendar year 2025 in observance of the event, individual, or official noted.

BE IT FURTHER RESOLVED that offices that are on a four-day work week, Monday through Thursday, shall be closed on the following days/dates:

Wednesday	January 1 st	New Year's Day
Monday	January 20 th	Martin Luther King, Jr. Day
Monday	February 17 th	President's Day
Monday	May 26 th	Memorial Day
Thursday	June 19 th	Juneteenth
Thursday	July 3 rd	(Independence Day)
Monday	September 1 st	Labor Day
Tuesday	November 11 th	Veterans Day
Thursday	November 27 th	Thanksgiving Day
Thursday	December 25 th	Christmas Day

BE IT FURTHER RESOLVED that offices that are on a five-day work week, Monday through Friday, shall be closed on the following days/dates:

Wednesday	January 1 st	New Year's Day
Monday	January 20 th	Martin Luther King, Jr. Day
Monday	February 17 th	President's Day
Monday	May 26 th	Memorial Day
Thursday	June 19 th	Juneteenth
Friday	July 4 th	Independence Day
Monday	September 1 st	Labor Day
Tuesday	November 11 th	Veterans Day
Thursday	November 27 th	Thanksgiving Day
Friday	November 28 th	The Day After Thanksgiving Day
Thursday	December 25 th	Christmas Day

BE IT FURTHER RESOLVED that the following collective bargaining units shall observe holidays as set forth in their respective agreements.

Skamania County Law Enforcement Guild
OPEIU Local 11 Public Works Unit
OPEIU Local 11 Managers Unit

BE IT FINALLY RESOLVED that non-represented employees who work 10-hour days shall have the ten paid holidays as noted in the first section of this resolution, as well as one personal holiday, and employees working 8-hour days shall have eleven paid holidays as noted in section two, as well as one personal holiday.

PASSED IN REGULAR SESSION this 15th day of October, 2024.

ATTEST:

**SKAMANIA COUNTY
BOARD OF COMMISSIONERS**

Asa Leckie, Chairman

Richard Mahar, Commissioner

Lisa Sackos, Clerk of the Board

T.W. Lannen, Commissioner

Approved as to form only:

Adam Kick
Skamania County Prosecuting Attorney

Aye _____
Nay _____
Abstain _____
Absent _____

RESOLUTION 2024-24

A RESOLUTION AUTHORIZING MEMBERSHIP WITH THE WASHINGTON COUNTIES RISK GROUP

WHEREAS, the Board of County Commissioners of Skamania County recognizes the importance of effective risk management and cost control; and

WHEREAS, the Washington Counties Risk Group (WCRG) provides a joint self-insurance and risk management program to Washington counties; and

WHEREAS, Skamania County seeks the benefits of the WCRG membership, including insurance coverage, claims management, and risk mitigation services; and

WHEREAS, the Washington Counties Risk Group (WCRG) is authorized to develop and administer a program that provides an opportunity for members to jointly pool and self-insure their liability losses, jointly purchase property insurance and excess reinsurance, and jointly utilize administrative and other services; and

WHEREAS, the Board of County Commissioners of Skamania County has been provided with an opportunity to review the Interlocal Agreement and By-Laws of the WCRG.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Skamania County:

1. The Skamania County Board of Commissioners hereby approves the Interlocal Agreement and By-Laws of the Washington Counties Risk Group (WCRG) and agrees to become a member of the WCRG, commencing on October 1st, 2023.
2. The County’s Risk Manager or designee is authorized to execute all necessary agreements and documents to finalize membership with the WCRG.
3. The Board appoints the County Risk Manager (or designee) as the County’s representative to WCRG, authorized to act on the County’s behalf in matters relating to WCRG membership.

ADOPTED by the Board of County Commissioners of Skamania County, Washington, on this ____ of October, 2024.

ATTEST:

SKAMANIA COUNTY
BOARD OF COMMISSIONERS

Asa Leckie, Chairman

Lisa Sackos, Clerk of the Board

Richard Mahar, Commissioner

Approved as to form only:

T.W. Lannen, Commissioner

Adam Kick
Skamania County Prosecuting Attorney

Aye ____ Nay ____ Abstain ____ Absent ____

INTERLOCAL AGREEMENT
OF
THE WASHINGTON COUNTIES RISK GROUP

6/22/98

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CREATING THE WASHINGTON COUNTIES RISK GROUP

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INTERLOCAL AGREEMENT CREATING
THE WASHINGTON COUNTIES RISK GROUP

1. *Introduction.*

THIS AGREEMENT is made and entered into in the State of Washington pursuant to the provisions of Chapter 39.34 Revised Code of Washington and Chapter 48.62 Revised Code of Washington by and among the Washington counties listed in Exhibit A attached hereto (the "Members").

2. *Recitals.*

2.1 Chapter 48.62 Revised Code of Washington provides that two or more "local governmental entities" may, pursuant to Chapter 39.34 Revised Code of Washington, jointly purchase insurance (these activities are hereafter collectively referred to as a "Joint Insurance Purchasing Pool").

2.2 Revised Code of Washington Section 48.62.020 defines "local government entities" to include counties organized and existing under Title 36 Revised Code of Washington along with certain districts and municipal corporations.

2.3 It is to the mutual benefit of the Members and in the best public interest of the Members to join together to establish this Joint Insurance Purchasing Pool to accomplish the purpose set forth herein.

2.4 The Members have determined it is in their best interest to participate in such a program.

3. *Agreement.*

In consideration of the foregoing and the mutual benefits to be derived herefrom, the Members agree as follows:

3.1 *Purpose of Agreement.* This Agreement is entered into by the Members pursuant to Chapter 39.34 Revised Code of Washington and Chapter 48.62 Revised Code of Washington for the purpose of authorizing the creation of the Washington Rural County Insurance Pool (the "Pool"), which shall be organized as a municipal corporation under Chapter 24.03 Revised Code of Washington, to provide a Joint Insurance Purchasing Pool for the benefit of counties in the State of Washington organized and existing pursuant to Title 36 Revised Code of Washington and districts and other municipal corporations as defined by RCW 48.62.021(1). The Pool shall, in exchange for the payment of annual assessments and

retroactive assessment by the Members, administer a Joint Insurance Purchasing Pool wherein the Members will pool their losses and claims and jointly purchase insurance and administrative and other services through the Pool including claims adjusting, risk management consulting, loss prevention and related services at levels established in each annual budget. It is also the purpose of this Agreement to provide, to the extent permitted by law, for the inclusion at a subsequent date of such additional counties organized and existing under Title 36 Revised Code of Washington and districts and other municipal corporations as defined by RCW 48.62.021(1) as may desire to participate in the Joint Insurance Purchasing Pool. It is also the purpose of this Agreement to provide, to the extent permitted by law, that the Pool may, at the discretion of its Board of Directors, contract with other local governmental entities in the State of Washington to provide, at a reasonable charge, administrative and other services, including claims adjusting, risk management consulting, loss prevention and training.

3.2 *Parties to Agreement.* 3.2.1 Each party to this Agreement certifies that it intends to contract with all parties who are signatories of this Agreement on its effective date and with such other parties as may later be added to and become signatories to this Agreement pursuant to Section 3.12. Each party to this Agreement also certifies that the withdrawal or cancellation of any party to this Agreement, pursuant to Sections 3.13 or 3.14 shall not affect this Agreement or such party's intent to contract pursuant to the terms of this Agreement with the then remaining parties to this Agreement.

3.2.2 Types of Memberships There shall be two (2) separate memberships in the Pool. Regular Members shall be made up of Counties. Association Members are Public Entities approved for special membership as per the By-laws of the Pool.

3.3.1 *Term of Agreement.* This Agreement shall become effective on September 1, 1998, and shall remain in force until terminated pursuant to the provisions of Section 3.16.

3.4 *Creation of Pool.*

3.4.1 Pursuant to Chapter 48.62 Revised Code of Washington and Chapter 39.34 Revised Code of Washington, the Members authorize the incorporation of the Pool as a municipal corporation pursuant to Chapter 24.03 Revised Code of Washington and articles of incorporation substantially in the form attached as Exhibit B. The Initial Board of Directors shall serve until the first annual election of Board of Directors, which shall be held no later than 180 days after the effective date of this Agreement. Each Regular Member shall become a Member of the corporation. The regulation and management of the affairs of the Pool shall be governed by this Agreement, and corporate By-Laws substantially in the form attached as

Exhibit C, which shall be adopted by the initial Board of Directors immediately upon the incorporation of the Pool. The Pool's articles of incorporation and By-Laws may be amended from time to time as deemed necessary by the Members and Board of Directors pursuant to the procedures set forth in Chapter 24.03 Revised Code of Washington and Article 17 of the By-Laws.

3.4.2 Notwithstanding the foregoing, the Board of Directors shall have no power or authority to incur any obligations on the part of, or to be chargeable to, Members in excess of the requirement of each Member to compensate the Pool or the insurance carrier with whom the Pool has affected a transaction as authorized by this Agreement, for the individual Member's share or obligation for the purchase of insurance contemplated and authorized by this Agreement. The debts, obligations and liabilities of any Member shall not become the debts, obligations and liabilities of other Members except as provided by Section 3.11 of this Agreement.

3.4.3 The insurance afforded to each Member pursuant to this Agreement is limited to the insurance provided by any insurer of the Pool and the coverages defined in the policies of insurance issued by any insurer of the Pool. No coverage, benefit or insurance in excess or different from that afforded by any insurer of the Pool is offered or afforded to any Member by execution of this Agreement.

3.5 *Powers of the Pool.* The Members hereby delegate to the Pool the powers which are common to the Members and which are reasonably necessary and proper to carry out the purposes and terms of this Agreement. Such powers shall include, but not be limited to, the power to:

3.5.1 Establish, and require compliance with, all terms of the Joint Insurance Purchasing Pool to be provided by the Pool including the types and limits of the insurance coverage, the methodology to be used to allocate the Pool's costs among Regular and Pool Members, and the amount of retroactive assessments to be paid by each Regular Member;

3.5.2 Make and enter into contracts;

3.5.3 Incur debts, liabilities or obligations;

3.5.4 Acquire, receive, hold or dispose of property, funds, services, and other forms of assistance from persons, firms, corporations and governmental entities;

3.5.5 Sue and be sued, complain and defend, in its corporate name;

3.5.6 Hire employees and agents; and

3.5.7 Employ a third party administrator to act in accordance with Section 3.8.6.

The powers delegated to the Pool shall be exercised pursuant to the terms of this Agreement and in the manner provided by law.

3.6 *Responsibilities of the Pool.* The Pool shall have the following responsibilities:

3.6.1 Within thirty days after the effective date of this Agreement, the Board of Directors shall adopt a budget. A similar budget shall be adopted by the Board of Directors prior to the beginning of each fiscal year thereafter. Such budget shall specify the types and limits of the insurance coverage to be provided through the Pool, the estimated annual assessment to be paid by each Member, and the methodology to be used to allocate the Pool's costs, including deductible costs, administrative costs, and loss costs, to each Regular Member on a retroactive basis and to establish the amount, if any, of each Regular Member's retroactive assessment.

3.6.2 The Pool will assist each Member's risk manager, upon request, with the implementation of risk management programs.

3.6.3 The Pool will provide loss prevention, safety, and consulting services to Members.

3.6.4 The Pool will provide claims adjusting and subrogation services for claims covered by the Pool's Joint Insurance Purchasing Pool.

3.6.5 The Pool will provide loss analysis for the Members for the purpose of identifying high exposure operations and evaluating proper levels of self-retention and deductibles.

3.6.6 The Pool will conduct risk management audits to assess each Member's participation in the Joint Insurance Purchasing Pool.

3.7 *Responsibilities of Members.* Members shall have the following responsibilities:

3.7.1 The governing body of each Member shall designate in writing a representative who shall be authorized to exercise the Member's voting rights with respect to the Pool and to act on behalf of the Member with respect to all matters pertaining to the Pool.

3.7.2 Each Member shall maintain its own set of records, as a loss log, on all categories of loss to insure accuracy of the Pool's loss reporting system and shall provide to the Pool a written report to all potential claims or losses within 14 days after they become known to the Member.

3.7.3 Each Member shall pay to the Pool when due all assessments and retroactive assessments established by the Pool pursuant to the terms of this Agreement. After the withdrawal, cancellation, or termination of a Regular Member, such Regular Member shall continue to pay to the Pool when due its share of any retroactive assessment established by the Pool until all claims, losses, costs, and other unpaid liabilities relating to the Regular Member's period of membership have been resolved fully.

3.7.4 Each Member shall provide the Pool with such information or assistance as may be necessary for the Pool to carry out the Joint Insurance Purchasing Pool.

3.7.5 Each Member shall comply with all By-Laws, resolutions, and policies adopted by the Board of Directors and shall cooperate with the Pool, and any insurer of the Pool in accomplishing the purposes of this Agreement.

3.7.6 Each member shall participate as provided herein in the selection of members of the Board of Directors.

3.8 *Board of Directors' Authority.*

3.8.1 The Pool shall be governed by a Board of Directors. The Board of Directors shall consist of one voting member from each member county appointed by each county.

3.8.2 The Board of Directors shall elect a Chair in January for each year. In addition, the Board of Directors shall elect a Vice-Chair who will in the absence of the Chair or, in the event of the Chair's inability or refusal to act, perform the duties of the Chair. Offices of the Chair and the Vice Chair shall ascend.

3.8.3 Each member of the Board of Directors shall have one vote.

3.8.4 A majority of the members of the Board of Directors shall be required to transact the business of the Board of Directors.

3.8.5 The Third Party Administrator shall have the general supervisory control over the day to day decisions and administrative activities of the Pool. Activities shall include but not be limited to: (1) negotiations and placement for insurance coverage contracts, (2) disbursement billings to individual Members for their proportionate charges, (3) payment and management of claims sustained by Members of the Pool and liaison with representatives acting on behalf of participating Members. The Administrator shall also keep records of expenses and claims data.

3.8.6 Administrative costs and charges to be paid to the Third Party Administrator shall be negotiated between the Board of Directors and the Administrator.

3.8.7 Pool funds shall be administered by the Pool Administrator under the control and supervision of the Board of Directors. The Administrator will be authorized to disburse funds for the processing of covered claims and administrative costs. All parties having check writing authority on Pool funds shall be bonded to the Pool in an amount established by the Board of Directors.

3.8.8 The Board of Directors will provide for an audit of the accounts and records of the Pool. When such an audit of the accounts and records is made by the Washington State Auditor's office, a report thereof shall be filed as a record with the office of the Administrator. Such reports shall be conducted and filed as required by law. Costs of this audit shall be borne by the Pool and shall be considered as administrative costs.

3.8.9 Pursuant to the laws and regulations of the State of Washington, the Pool elects to invest its assets in permissible investments in a manner which is permitted by law, such manner of investment to be selected from time to time by resolution of the Board of Directors.

3.8.10 The Board of Directors shall establish an annual budget for the Pool. The Administrator shall submit a proposed budget for the following fiscal year sixty days prior to the end of each fiscal year to the Board of Directors. Fiscal years for the Pool shall be from December 1 through November 30 of the next calendar year. The Board of Directors shall determine the estimated expenses and costs to be incurred by the Pool for the next fiscal year and shall adopt a budget derived from the Administrator's proposed budget. The budget shall be in a form to provide the following information for the Pool as a whole: (1) beginning and ending unreserved fund balance, (2) anticipated revenues in detail, and (3) appropriations in detail. The Board of Directors shall apportion that budget cost among the Members. All payments due the Pool from Members upon the basis of each budgeted assessment shall be paid as invoiced for the fiscal year for which the assessment is made.

3.8.11 The first budget and premium assessments shall be proposed by the Administrator and approved by the Board of Directors not later than thirty days after the effective date of this Agreement.

3.8.12 Any vacancies on the Board of Directors that occur during a term of office shall be filled by appointment from the member county. Any replacement shall fill out the unexpired term of the Board Member replaced.

3.9 *Service Representative Relationship.*

3.9.1 Each participating Member of the Pool shall designate a servicing representative to act on their behalf in liaison with the needs of the Pool Administrator. Should a participating member choose not to designate a local servicing representative, the Pool shall supply such services in accordance with a fee schedule adopted annually by the Board of Directors. Service representatives' minimum duties and criteria will be established by resolution of the Board of Directors and reviewed annually. All service representatives shall be licensed, Washington State insurance brokers. Duties will include, but are not limited to the providing of local claims assistance, the securing of underwriting information, completion of applications, updating of vehicle lists and information and such other functions as the Board of Directors may from time to time establish by resolution.

3.9.2 Each Member agrees to indemnify and hold the Pool, its Administrator, employees and agents, harmless from and indemnify them against any claims, complaints, causes of action or judgments arising from any allegation of a failure of the performance or negligence on the part of the Member's servicing representative including a failure to communicate to or forward communications from the Pool, the Pool's Administrator or any Pool insurer. The employment of a servicing representative and the scope of the services performed by that representative is completely within the domain of the Member. A Member acts upon the advise and actions or inactions of its servicing representative at its sole risk.

3.10 *Effective Date of Pooled Insurance Purchasing Program.* The Joint Insurance Purchasing Pool shall become effective on September 1, 1998.

3.11 *Contingent Liability and Retroactive Assessments.*

3.11.1 Pursuant to the provisions of Revised Code of Washington Section 48.62.060, each Regular Member shall be contingently liable for the liabilities of the Pool in the event the assets or insurance of the Pool are not sufficient to cover its liabilities. Any actual or projected deficits of the Pool shall be financed through retroactive assessments levied against each Regular Member in accordance with the following cost allocation methodology.

3.11.2 In the event the Pool's assets should be insufficient to cover liabilities, the Board of Directors shall direct the Administrator to reassess Regular Members an amount according to the following formula:

$$\begin{array}{rcl}
 \text{Member} & & \text{Member} \\
 \text{Reassessment} & = & \text{Contribution or} \\
 \text{Amount} & & \text{Assessments Since} \\
 & & \text{Inception} \\
 & & \hline
 & & \text{TOTAL OF ALL} \\
 & & \text{Assessment or} \\
 & & \text{Contributions Since} \\
 & & \text{Inception}
 \end{array}$$

The reassessment will be implemented only after a review of the circumstances surrounding the deficiency by the Board of Directors and approved by the Board of Directors. Should any Member leave the Pool and subsequently a deficiency exist in the period that the entity was a Regular Member of the Pool, the county in question shall be assessed the amount that the Pool is held liable for the period in question.

3.12 *New Members.* Members admitted as Regular Members of the Pool after one year from the effective date of the Joint Insurance Purchasing Pool may be required to pay a reasonable share of the unreserved fund balance of the Pool and the costs necessary to analyze their loss data and determine their premiums. Any costs to be paid by the Regular or Pool new Members shall be determined by the Board of Directors.

3.13 *Withdrawal.* A Member may withdraw only at the end of the Pool's fiscal year (November 30) and only after it has given the Pool written notice prior to December 31 of the preceding calendar year of its intent to withdraw from this Agreement.

3.14 *Cancellation.* The Pool shall have the right to cancel any Member's participation in the Joint Insurance Purchasing Pool upon the affirmative vote of at least three-fourths of the whole Board of Directors at any regular or special meeting. Any Member so canceled shall be given 180 days' notice prior to the effective date of the cancellation.

3.15 *Effect of Withdrawal or Cancellation.* Neither the withdrawal nor the cancellation of any Member shall cause the termination of this Agreement. No Member by withdrawing or having its membership canceled shall be entitled to payment or return of any assessment paid by the Member to the Pool or any Pool insurer, or to any distribution of the Pool's assets. The withdrawal or cancellation of any Regular Member after the effective date of the Joint Insurance Purchasing Pool shall not terminate its responsibility to contribute its share of any assessments or retroactive assessments established by the Pool until all claims, losses, costs, and other unpaid liabilities relating to the Regular Member's period of membership have been resolved fully and a determination of the final amount of payment owed by the Regular Member or credit due the Regular Member for the period of its membership has been made by the Board of Directors. In making this determination, the

Board of Directors shall use the cost allocation methodology or methodologies established by the budgets adopted pursuant to the requirement of Section 3.6.1 hereof. It is the intent of this Agreement no assets of the Pool shall be owned by Pool Members nor shall Pool Members be responsible for debts incurred by the Pool other than insurance premiums, assessments and claim deductibles attributed to the Pool Members' membership.

3.16 *Termination and Distribution.*

3.16.1 *Termination.* This Agreement may be terminated at any time by the written consent of three-fourths of the Members. However, this Agreement and the Pool shall continue to exist for the purpose of paying all debts and liabilities, disposing of all claims, distributing net assets, and otherwise winding up and liquidating the affairs of the Pool. The Board of Directors is vested with all powers of the Pool during such winding up and liquidation, including the power to require Regular Members, including those Regular Members which withdrew prior to the termination date, to pay any retroactive assessments deemed necessary by the Board of Directors to fully resolve and dispose of all claims, losses and liabilities covered by this Agreement. The retroactive assessment shall be determined on the basis of the cost allocation methodology or methodologies established by the resolutions adopted pursuant to the requirements of Sections 3.6.1 and 3.11.2 hereof.

3.16.2 *Distribution.* Upon termination of this Agreement and full satisfaction of all outstanding claims, losses, and liabilities of the Pool, all assets of the Pool shall be distributed among the Regular Members that were Members of the Joint Insurance Purchasing Pool, on the date action to terminate this Agreement was taken, in proportion to the cash payments made by each Regular Member during the term of this Agreement. The Board of Directors shall determine such distribution within six months after the last pending claim or loss covered by this Agreement has been resolved fully.

3.17 *Notices.* Notices to Members hereunder shall be sufficient if mailed to the office of the last official address of the respective Member.

3.18 *Amendment.* This Agreement may be amended at any time by the approval of majority of the voting Members at any meeting of the Members. All amendments shall be proposed in writing, in meeting packets, ten (10) days prior to a vote. Amendments may be proposed by the Board of Directors. Any proposed amendment to this agreement adopted by three-fourths of the whole Board of Directors shall be deemed adopted subject to review by the Members.

3.19 *Enforcement.* The Pool is hereby granted the authority to enforce the terms of this Agreement. In the event action is instituted to enforce any term of this Agreement or any term of the By-Laws against any Member or previous Member, the Member or previous Member agrees to pay such sums as the court may fix as reasonable attorneys' fees and costs in said action including fees and costs on appeal.

3.20 *Default and Remedies.* If any Member fails to perform any term or condition of this Agreement and such failure continues for a period of sixty days after the Pool has given the Member written notice of such failure, the Member shall be in default hereunder. Upon default, the Pool may immediately cancel the Member's membership effective immediately without further notice or exercise any remedies herein provided or otherwise provided by law. The rights and remedies of the Pool are cumulative in nature and pursuit of any particular remedy shall not be deemed an election of remedies or a waiver of any other remedies available hereunder or otherwise available by law.

3.21 *No Waivers.* No waiver or forbearance of a breach of any covenant, term, or condition of this Agreement shall be construed to be a waiver or forbearance of any other or subsequent breach of the same or of any other covenant, term or condition, and the acceptance of any performance hereunder, or the payment of any sum of money after the same has become due or at a time when any other default exists hereunder, shall not constitute waiver of the right to demand payment of all other sums owing or a waiver of any other default then or thereafter existing.

3.22 *Prohibition Against Assignment.* No Member may assign any right, claim or interest it may have under this Agreement, except to a successor entity following a statutory reorganization. Should any Member reorganize in accordance with the statutes of the State of Washington, the successor in interest, or successors in interest, may be substituted as a Member or Members upon approval of the Board of Directors. No creditor, assignee or third party beneficiary of any Member shall have any right, claim or title to any part, share, interest, fund premium or asset of the Pool.

3.23 *Entire Agreement.* This Agreement contains the entire understanding of the parties, and they acknowledge that there is no other written or oral understanding or promise between them with respect to the matters addressed by this Agreement. This Agreement may not be altered, amended, or revoked except pursuant to the provision of Section 3.18.

3.24 *Severability.* If any term or provision of this Agreement shall to any extent be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision in this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

3.25 *Time.* Time is of the essence of this Agreement and each and every provision hereof.

3.26 *Section Headings.* The section headings in this Agreement are inserted for convenience only and are not intended to be used in the interpretation of the contents of the sections they introduce.

3.27 *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

3.28 *Counterpart Copies.* This Agreement may be signed in counterpart or duplicate copies, and any signed counterpart or duplicate copy shall be equivalent to a signed original for all purposes.

4. *Execution.* The parties have executed this Agreement by authorized officials thereof.

Name of County or Public Entity

Mailing Address

Street Address (if different from above)

City Zip Phone

By _____
Signature of Authorized Official

(Print or Type Name)

Title

Date

EXHIBIT A

List of Members



Members 2023-2024

1. Asotin County
2. Columbia County
3. Ferry County
4. Garfield County
5. Grant County
6. Lincoln County
7. Skamania County
8. Stevens County
9. Wahkiakum County
10. Whitman County

BY-LAWS
OF
THE WASHINGTON COUNTIES RISK GROUP

ARTICLE 1
Offices

The principal office of the corporation shall be located within the State of Washington at the offices of the Third-Party Administrator. The corporation may have such other offices, either within or without the State of Washington, as the Board of Directors may determine or as the affairs of the corporation may require from time to time.

The corporation shall have and continuously maintain in the State of Washington a registered office, and a registered agent whose office is identical with such registered office, as required by the Washington Non-Profit Corporation Act, Chapter 24.03 Revised Code of Washington. The registered office may be, but need not be, identical with the principal office of the corporation, and the address of the registered office may be changed from time to time by the Board of Directors.

ARTICLE 2
Members

Section 2.1. *Classes of Members and Qualifications for Membership.* The corporation shall have two classes of Members, Regular and Associate. Eligibility for Regular Membership in the corporation shall be limited to counties organized and existing pursuant to Title 36 Revised Code of Washington. Counties wishing to become Members of the corporation shall submit an application to the corporation on a form prescribed by the corporation. Counties elected to membership pursuant to Section 3 below shall be required to become a signatory to the Interlocal agreement creating the Washington Counties Risk Group (the "Agreement") before such membership shall become effective.

Eligibility for Associate membership shall be limited to districts and municipal corporations as defined by 48.62.021(1) which meet the underwriting and classification criteria established by the Board of Directors. Each Associate Member must become a signature of the Associate Membership Agreement by a Resolution adopted by the entity's Board or Commission.

Section 2.2. *Member Representative.* Each Member shall appoint one representative who shall be authorized to exercise the Member's voting rights in the corporation, if any, and to act on behalf of the Member with respect to all matters pertaining to the corporation. Only county commissioners, officers and employees of a Member shall be eligible to be appointed as a representative of a Regular Member. The name of the person appointed as a Member's representative shall be submitted in writing to the corporation. A change in a Member's appointed representative shall not become effective until the corporation has received written notice of such change. Each Member may also select an alternate Member representative to serve and act in the absence of the Member's representative.

Section 2.3. *Selection of Additional Members.* Additional Regular Members shall be approved by the Board of Directors. An affirmative majority vote of the Board of Directors members present shall be required for selection. Associate Members shall be approved by the Director or Third-Party Administrator subject to the criteria established by the Board of Directors.

Section 2.4. *Voting Rights and Procedures.* Each Regular Member shall be entitled to one vote on each matter submitted to a vote of the Regular Members unless a record date for voting purposes is fixed by the Board of Directors. Members that are Regular Members on the day of the meeting of the membership shall be entitled to vote at such meeting. Elections and other matters submitted to the vote of Associate or Regular Members may, at the discretion of the Chair of the corporation, be conducted by mail ballot. Each Associate Member shall be entitled to one vote on each matter submitted to a vote of the Associate Members. Associate Members on the day of the vote shall be entitled to vote.

Section 2.5. *Cancellation of Membership.* The membership of any Member of the corporation may be canceled pursuant to the provisions of Section 3.14 of the Agreement.

Section 2.6. *Resignation.* Any Member may resign from the corporation pursuant to the procedures and limitations specified in Sections 3.13 and 3.15 of the Agreement.

Section 2.7. *Transfer of Membership.* Membership in this corporation is not transferable or assignable.

ARTICLE 3
Meetings of Members

Section 3.1. *Annual Meeting.* At the discretion of the Board of Directors an annual meeting of the Members shall be held in the month of September in each year, if needed, with a date designated in writing by the Chair of the Board of Directors thirty days before the meeting, at such time and place designated in writing by the Chair, for the purpose of transacting such business as may come before the meeting..

Section 3.2. *Special Meetings.* Special meetings of the Members may be called by the Board of Directors or not less than one-fourth of the Members having voting rights.

Section 3.3. *Place of Meeting.* The Board of Directors may designate any place, either within or without the State of Washington, as the place of meeting for any annual meeting or for any special meeting called by the Board of Directors. If no designation is made or if a special meeting be otherwise called, the place of meeting shall be the office of the Third-Party Administrator in the State of Washington. If all of the Members shall meet at any time and place, either within or without the State of Washington, and consent to the holding of a meeting, such meeting shall be valid without call or notice, and any corporate action may be taken at such meeting. Members of the corporation may participate in a meeting of Members by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time and participation by such means shall constitute presence in person at a meeting.

Section 3.4. *Notice of Meetings.* Written notice stating the place, day and hour of any meeting of Members shall be delivered, either personally or by mail, to each Member entitled to vote at such meeting, not less than ten nor more than fifty days before the date of such meeting, by or at the direction of the Chair of the Board of Directors, or the Third-Party Administrator or persons calling the meeting. In case of a special meeting or when required by statute or by these By-Laws, the purpose or purposes for which the meeting is called shall be stated in the notice. If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Member at the address of its representative as it appears on the records of the corporation, with postage thereon prepaid.

Section 3.5. *Actions by Members Without a Meeting.* Any action required by law to be taken at a meeting of the Members, or any action which may be taken at a meeting of Members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Members entitled to vote with respect to the subject matter thereof.

Section 3.6. *Quorum.* The Members holding A majority of the votes which may be cast at any meeting shall constitute a quorum at such meeting. If a quorum is not present at any meeting of Members, a majority of the Members present may adjourn the meeting from time to time without further notice.

Section 3.7. *Manner of Acting.* A majority of the votes entitled to be cast on a matter to be voted upon by the Members present at a meeting at which a quorum is present shall be necessary for the adoption thereof unless a greater proportion is required by law or by these By-Laws.

Section 3.8. *Rule of Procedure for Meetings.* All meetings of the membership shall be conducted in accordance with Roberts' Rules of Order, except where such rules are in conflict with applicable law, the Agreement, or these By-Laws.

ARTICLE 4 *Board of Directors*

Section 4.1. *General Powers.* The affairs of the corporation shall be managed by its Board of Directors.

Section 4.2. *Tenure and Qualifications.* The Board of Directors shall be comprised of one member representative from each county, terms as provided in the Agreement and one Associate Member Representative elected by all Associate Members to serve a three-year term as a non-voting Board member.

Section 4.3. *Voluntary Resignation.* A Board of Directors member or alternate who is absent from three consecutive, regularly scheduled Board of Directors meetings or one-half of the Board of Directors meetings during the year without acceptable excuse shall be deemed to have voluntarily resigned from the Board of Directors. At any meeting of the Board of Directors at which there are absences, the Board of Directors shall determine if they are excused.

Section 4.4. *Regular Meetings.* A regular annual meeting of the Board of Directors shall be held without other notice than this by-law, in conjunction with, and at the same place as, the annual meeting of Members. The Board of Directors may provide by resolution the time and place, either within or without the State of Washington, for the holding of additional regular meetings of the Board of Directors, or of regular meetings of any committee of the Board of Directors, without notice other than such resolution.

Section 4.5. *Special Meetings.* Special meetings of the Board of Directors may be called by or at the request of the Chair or any three Board of Directors members. Special meetings of any committee of the Board of Directors may be called by or at the request of the Chair of the Board of Directors or any two members of the Board. The person or persons authorized to call special meetings of the Board of Directors or of any committee of the Board of Directors may fix any place, either within or without the State of Washington, as the place for holding any special meetings of the Board of Directors or committee called by them.

Section 4.6. *Notice.* Notice of any special meeting of the Board of Directors or any committee of the Board of Directors shall be given at least two days prior to the meeting by written notice delivered personally or sent by mail, facsimile transmission or telegram to each Board member at the member's address as shown by the records of the corporation. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. If notice be given by facsimile transmission, such notice shall be deemed to be delivered 24 hours after the transmission so long as no error was received during the transmission. Any Board member may waive notice of any meeting. The attendance of a Board member at any meeting shall constitute a waiver of notice of such meeting, except where a Board member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meetings of the Board of Directors or any committee of the Board of Directors need be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these By-Laws. Members of the Board of Directors or any committee of the Board of Directors may participate in a meeting of such Board by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time and participation by such means shall constitute presence in person at a meeting.

Section 4.7. *Quorum.* A majority of the Board of Directors shall constitute a quorum for the transacting of any business of the Board of Directors. However, if less than a majority of the Board of Directors members are present at said meeting, a majority of the Board of Directors members present may adjourn the meeting from time to time without further notice.

Section 4.8. *Manner of Acting.* The act of a majority of the Board of Directors members, or a majority of the members of any committee of the Board of Directors, present at a meeting at which a quorum is present shall be the act of the Board of Directors or its committee, unless the act of a greater number is required by law or by these By-Laws.

Section 4.9. *Rule of Procedures for Meetings.* All meetings of the Board of Directors or a committee of the Board of Directors shall be conducted in accordance with Roberts' Rules of Order, except where such rules are in conflict with applicable law, and Agreement, or these By-Laws.

Section 4.10. *Compensation.* Board of Directors members or its committee members as such shall not receive any stated salaries for their services, but by resolution of the Board of Directors a fixed sum and expenses of attendance, if any, may be allowed for attendance at each regular or special meetings of the Board of Directors or any of its committees.

Section 4.11. *Action by Board of Directors Members Without a Meeting.* Any action required by law to be taken at a meeting of the Board of Directors or any of its committees, or any action which may be taken at a meeting of the Board of Directors or any of its committees, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Board of Directors members or committee members.

ARTICLE 5 *Officers*

Section 5.1. *Officers.* The officers of the corporation shall be a Chair, a Vice Chair, a Fiscal Officer and such other officers as may be elected in accordance with the provisions of this article. The Board of Directors may elect or appoint such other officers, as it shall deem desirable, such officers to have the authority to perform the duties prescribed, from time to time, by the Board of Directors. Offices of the Chair and Vice Chair shall ascend. No two or more offices may be held by the same person.

Section 5.2. *Election and Term of Office.* The officers of the corporation shall be elected every year by the Board of Directors from among its members prior to the beginning of the calendar year. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as convenient. New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until a successor shall have been duly elected and qualified.

Section 5.3. *Removal.* Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the corporation would be served thereby.

Section 5.4. *Vacancies.* A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

Section 5.5. *Chair.* The Chair of the Board of Directors shall be the principal executive officer of the corporation and shall in general supervise and control all of the business and affairs of the corporation. He or she shall preside at all meetings of the Members and the Board of Directors. He or she may sign, with any other proper officer of the corporation authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases when the signing and execution thereof shall be expressly delegated by the Board of Directors or by these By-Laws or by statute to some other officer or agent of the corporation; and in general he or she shall perform all duties incident to the office of Chairman and such other duties as may be prescribed by the Board of Directors from time to time.

Section 5.6. *Vice Chair.* In the absence of the Chair or in the event of the Chair's inability or refusal to act, the Vice Chair shall perform the duties of the Chair, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Chair. The Vice Chair shall perform such other duties as from time to time may be assigned to him or her by the Chair or by the Board of Directors.

Section 5.7. *Fiscal Officer.* The Fiscal Officer shall be responsible to act with the Third-Party Administrator as directed by the Chair of the Board to carry out Board of Directors fiscal policies and procedures. The office of the Fiscal Officer will not ascend.

Section 5.8. *Third Party Administrator.* The Third-Party Administrator shall have charge and custody of and be responsible for all funds and securities of the corporation; receive and give receipts for moneys due and payable to the corporation from any source whatsoever, and deposit all such moneys in the name of the corporation in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article 7 of these By-Laws; and in general perform such other duties as from time to time may be assigned to him by the Chair or by the Board of Directors. The Third Party Administrator shall keep the minutes of the meetings of the Members, the Board of Directors, and any committees of the Board of Directors, in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law; be custodian of the corporate records and of the seal of the corporation and see that the seal of the corporation is affixed to all documents, the execution of which on behalf of the corporation under its seal is duly authorized in accordance with the provisions of these By-Laws; keep a register of the post office address of each Member and each representative of each Member which shall be furnished to the Third Party Administrator by each Member. The Third-Party Administrator shall be bonded in an amount determined by the Board of Directors.

ARTICLE 6
Committees

Section 6.1. *Committees of the Board of Directors.* The Board of Directors may designate and appoint one or more committees, each of which shall consist of two or more Board of Directors members, which committees, to the extent provided in said resolution, shall have and exercise the authority of the Board of Directors in the management of the corporation, except that no such committee shall have the authority of the Board of Directors in reference to amending, altering or repealing the By-Laws; electing, appointing or removing any member of any such committee; amending the articles of incorporation; restating articles of incorporation; adopting a plan of merger or adopting a plan of consolidation with another corporation; authorizing the sale, lease, exchange or mortgage of all or substantially all of the property and assets of the corporation; authorizing the voluntary dissolution of the corporation or revoking proceedings therefor; adopting a plan for the distribution of the assets of the corporation; or amending, altering or repealing any resolution of the Board of Directors which by its terms provides that it shall not be amended, altered or repealed by such committee or doing any act in conflict with the duties of the Board of Directors as set forth in the Agreement. The designation and appointment of any such committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual Board of Directors member, of any responsibility imposed upon it or him or her by law.

Section 6.2. *Other Committees.* Other Committees not having and exercising the authority of the Board of Directors in the management of the corporation may be appointed in such manner as may be designated by a resolution adopted by a majority of the Board of Directors members present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be representatives of Members of the corporation, and the Chair of the corporation shall appoint the members thereof. Any member thereof may be removed by the person or persons authorized to appoint such member whenever in their judgment the best interests of the corporation shall be served by such removal.

Section 6.3. *Term of Office.* Each member of a committee shall continue as such until the next annual meeting of the Members of the corporation and until a successor is appointed, unless the committee shall be sooner terminated, or unless such member be removed from such committee, or unless such member shall cease to qualify as a member thereof.

Section 6.4. *Chairman.* One member of each committee shall be appointed chairman by the person or persons authorized to appoint the members thereof.

Section 6.5. *Vacancies.* Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

ARTICLE 7
Administrator

Section 7.1. *Appointment and Removal.* The Board of Directors shall appoint and employ a Third-Party Administrator of the corporation (the "Administrator"), who shall be appointed and removable by the Board of Directors pursuant to whatever employment arrangement the Board of Directors shall have agreed to with the Administrator in writing.

Section 7.2. *Powers and Duties.* The Administrator shall be the chief administrator of the corporation and shall have control of the administrative functions of the corporation. He or she shall carry out the orders of the Board of Directors and shall be responsible to the Board of Directors for the efficient administration of the affairs of the corporation. The Administrator shall keep the Board of Directors fully advised of the financial condition and needs of the corporation.

Section 7.3. *Compensation.* The Administrator shall receive such compensation as the Board of Directors shall fix by contract or resolution.

ARTICLE 8
Indemnification

The Board of Directors Members of the corporation; its directors, officers, employees and the Administrator, its agents, directors, officers and employees shall:

1. Use reasonable and ordinary care in the exercise of their duties as relates to the corporation;
2. Be afforded all of the privileges and immunities that attach generally to governmental officers;
3. Not be liable for, and be held harmless and defended by the corporation, for any act of negligence, any mistake of judgment or any other action, made, taken or omitted in good faith and on behalf of the corporation;
4. Not be liable for any loss incurred through investment of funds or failure to invest such funds so long as they are invested according to the direction of the Board of Directors.

The corporation may purchase, subject to availability and cost, insurance providing coverage for Board of Directors members and the Administrator.

The corporation shall indemnify every person who was or is a party or is or was threatened to be made a party to any action, suit, or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he or she is or was a member of the Board of Directors, any other committee of the corporation, employee, or agent of the corporation, or the Administrator, its agents, directors, officers or employees in the furtherance of corporation business, or is or was serving at the request of the corporation as a member, director, officer, employee, agent, or trustee of another corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise, against expenses (including counsel fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding, to the full extent permitted by applicable law. Such indemnification may, in the discretion of the Board of Directors, include advances of his or her expenses in advance of final disposition of such action, suit or proceeding, subject to the provisions of any applicable statute. This indemnification provided in this Article shall not extend to suits, claims, actions, administrative procedures or investigations brought by or at the request of the corporation. No indemnification shall extend to any person named above in any litigation, administrative proceeding or process of any type where the corporation and the individual are opposing each other.

ARTICLE 9

Coverage Determinations and Appeal Rights

Section 9.1. *Coverage Determinations.* All coverages are limited to those coverages provided through the corporation as identified in Section 3.4.3 of the Agreement. The Administrator, acting on behalf of the corporation, shall make all initial coverage determinations as respects the corporation's self-retention or deductible under the jointly purchased policy or policies of insurance. Such determinations shall be made according to the procedures set forth in this Article and subject to the right of appeal set forth in Section 9.2. Such determination shall be made after appropriate consultation with the corporation's insurance carrier.

- (a) Upon receiving notice of a claim or a Summons and Complaint against a Member and/or persons requesting coverage (the "Covered Party"), the Administrator shall, within forty-five (45) days or such other reasonable time as agreed after receipt of said notice, make an initial coverage determination.
- (b) Upon making a coverage determination, the Administrator shall notify the Covered Party of the determination in writing. If the claim or complaint may exceed the corporation's self-retention or deductible, the Administrator shall inform the Member or Covered Party of that determination.
- (c) The written coverage determination shall address the following issues:

- (1) Whether the corporation will provide the Covered Party legal counsel for defense of the Summons and Complaint.
 - (2) Whether the corporation is reserving any rights to make subsequent coverage determinations.
 - (3) Whether the corporation is denying coverage for the claims made in the claim or Summons and Complaint under review. In the event that coverage is denied, the Administrator shall inform the Covered Party in writing of the appeal process contained in Section 2 of this Article.
- (d) In the event that the Administrator determines that the Association should (1) reserve its rights to make subsequent coverage determination, or (2) determine that coverage should be denied, then the written notice shall also state the reasons for any such reservation or denial.
- (e) In the event that a final coverage determination cannot be made by the Administrator until after the facts of the claim or Complaint are determined in a legal proceeding, the Administrator shall make a final coverage determination within sixty (60) days, or such reasonable time as agreed after the final disposition of the legal proceeding is provided to the Administrator. The determination shall be provided in writing to the Covered Party and shall contain the information required by Sections 9.1(c) and 9.1(d).
- (f) All written determinations by the Administrator shall be deemed final and binding upon all parties unless the Covered Party files a timely notice of appeal with the Board of Directors in the manner specified in Section 9.2. The determination of the Administrator is only binding upon the corporation and relates only to the self-retention or deductible in place at that time under the policy of insurance which insures the Association. The determination of the Administrator is not binding upon the carrier who insures the Association. Covered Parties are required to resolve coverage disputes with the insurance carrier pursuant to the terms of the policy issued by that carrier.

If a claim or Complaint is of such an amount or magnitude that in the opinion of the Administrator that claim or Complaint may exceed the amount of the self-retention or deductible in terms of exposure and/or costs of defense, then the Administrator shall not be entitled to make a determination of coverage. In those instances, all determinations of coverage shall be made in accordance with the terms of the insurance policy issued by the Association's carrier. The Covered Party shall deal with that carrier through the Administrator's office unless otherwise instructed by the Administrator. The provisions of this Article shall not apply in those instances where the claim or Complaint is of such an amount or magnitude that in the opinion of the Administrator that claim, or Complaint may

exceed the amount of the self-retention or deductible in terms of exposure and/or costs of defense. In those instances, if a Covered Party or Member has requested a coverage determination, the Administrator shall notify the Covered Party or Member in writing that the Administrator has determined he or she may not issue a determination of coverage and refer the requesting party to the terms of the policy of insurance for resolution of coverage issues.

- (g) The Administrator shall not be obligated to make any coverage determinations until a claim or a Summons and Complaint has been served upon the Covered Party and until the Administrator has received notice thereof. However, the Administrator shall issue tentative written coverage determinations before a Summons and Complaint has been filed upon the written request of the Covered Party. If the Administrator makes a tentative coverage determination, he or she shall remain obligated to provide a subsequent final written coverage determination after a Summons and Complaint has been served and the Administrator has received notice thereof, as provided in Sections 9.1(a), (b), (c), (d), (e) and (f).

Section 9.2. *Appeal.* Any written determination made by the Administrator pursuant to Section 9.1(c) and (d) denying coverage to a Covered Party shall be final, as provided in Section 9.1(f), unless the procedures for appeal, provided hereafter, are followed by the Covered Party. The following appeal procedures shall apply in those cases where the Administrator has not determined the claim or Complaint is of such an amount or magnitude that in the opinion of the Administrator that claim, or Complaint may exceed the amount of the self-retention or deductible in terms of exposure and/or costs of defense. There is no appeal from a determination of the Administrator that the claim or Complaint is of such an amount or magnitude that the claim or Complaint may exceed the amount of the self-retention or deductible in terms of exposure and/or costs of defense.

- (a) Any Covered Party aggrieved by the Administrator's written coverage determination may appeal the decision to the Board of Directors. The appeal must be initiated by the Covered Party within thirty (30) days following receipt of the Administrator's written determination. If an appeal is not initiated within thirty (30) days, as provided herein, the Covered Party shall be deemed to have waived any further right to appeal the decision of the Administrator.
- (b) An appeal is deemed initiated for purposes of this Article when the Covered Party, or his, her, or its legal representative, serves a written Notice of Appeal upon the Administrator or upon the Chair of the corporation. The written Notice of Appeal shall include the following information:
 - (1) The name of the Covered Party initiating the appeal.

- (2) A brief statement identifying the subject of and basis for the appeal. A copy of the Administrator's written determination should be attached to the Notice of Appeal.
 - (3) The signature of the Covered Party initiating the appeal or the signature of the Covered Party's legal representative.
- (c) Within thirty (30) days, or such time as is agreed, after an appeal has been initiated, a meeting of the Board of Directors shall be convened by the Chairman of the Board of Directors to hear the appeal. Notice of the date set for hearing of the appeal by the Board of Directors shall be sent to the Covered Party not later than fifteen (15) days prior to the date set for the hearing. The Chair of the Board of Directors shall have the authority to set hearing dates for the appeal and to grant continuances where good cause is shown.
- (d) The hearing by the Board of Directors may occur when a quorum of the Board, pursuant to Section 4.6, is present. Voting by the Board of Directors and the procedures for the meeting of the Board of Directors on the appeal hearing shall be as provided in Sections 4.6 and 4.7. However, members of the Board of Directors shall abstain from participating or voting in any appeals involving a Member with which they are affiliated.
- (e) The hearing of the Board of Directors on the appeal shall proceed as follows:
 - (1) The Chair of the Board of Directors shall administer the hearing and make all necessary procedural rulings during the hearing.
 - (2) The Covered Party or his, her, or its legal representative, if any, shall begin the proceeding with an explanation of the basis for the appeal. The Covered Party shall present to the Board of Directors all evidence, testimony, argument and legal authority relevant to and in support of the appeal. Thereafter, the Administrator and/or corporation's legal representative may present all evidence, testimony, argument and legal authority relevant and in opposition to the Covered Party's position. Each side shall be provided an opportunity to present rebuttal evidence and argument.
 - (3) Following the presentation of evidence, testimony, argument and legal authority, the Board of Directors may retire into executive session to discuss consideration of the appeal. Thereafter, the Board of Directors shall reconvene in public session to consider and vote on any motion made to decide the appeal. The Board of Directors may vote to uphold the decision of the Administrator or to modify or reverse the decision of

the Administrator. The decision of the Board of Directors shall be reduced to writing and signed by the Chairman of the Board of Directors and a copy thereof sent to the Covered Party within seven (7) days following the final decision of the Board of Directors.

- (4) The Chair may adjourn and reconvene any hearing on an appeal as may be necessary to preserve a fair hearing.

- (f) A final decision of the Board of Directors denying the Covered Party the full relief sought shall not preclude the appealing party from seeking judicial review of the Administrator's and/or the Board of Director's coverage determination. However, no Covered Party may maintain any lawsuit or complaint against the corporation alleging any improper or incorrect coverage denial unless the Covered Party has first exhausted the appeal procedures provided herein. Exhaustion of these appeal procedures shall be a condition precedent to any subsequent legal action or suit by a Covered Party.

ARTICLE 10

Conflict of Interest and Appearance of Fairness Procedure

All Members of the corporation, the Board of Directors, and its committees, shall exercise every effort to avoid conflicts of interest, or the appearance thereof, in their actions relating to the corporation. Any person who has a personal interest in any matter before the Board of Directors or one of its committees which would tend to prejudice his or her action shall so indicate publicly and may abstain from the deliberations and voting on such matter.

ARTICLE 11

Contracts, Checks, Deposits and Funds

Section 11.1. *Contracts.* The Board of Directors may authorize any officer or officers, agent or agents of the corporation, in addition to the officers so authorized by these by-laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

Section 11.2. *Checks, Drafts, etc.* All checks, drafts or orders for the payment of money, notes or other evidence of indebtedness issued in the name of the corporation, shall be signed by such officer or officers, agent or agents of the corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Administrator and countersigned by the Board of Directors Chair, Board of Directors Vice Chair or Fiscal Officer of the corporation.

Section 11.3. *Deposits.* All funds of the corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the Board of Directors may select and as are allowed by the laws of the State of Washington.

ARTICLE 13 *Books and Records*

The Third-Party Administrator at the direction of the Board of Directors shall keep complete books and records of account and shall also keep minutes of the proceedings of its Members and Board of Directors and shall keep at its registered or principal office a record giving the names and addresses of the Members entitled to vote. All books and records of the corporation may be inspected by any Member, or its attorney, for any proper purpose at any reasonable time.

ARTICLE 14 *Fiscal Year*

The fiscal year of the corporation shall be from December 1 through November 30 of the next calendar year, or as set by resolution of the Board of Directors.

ARTICLE 15 *Seal*

The seal of this corporation shall consist of the name of the corporation, the state of its incorporation, and the year of its incorporation.

ARTICLE 16
Waiver of Notice

Whenever any notice is required to be given under the provisions of the Washington Non-Profit Corporation Act or under the provisions of the articles of incorporation or the By-Laws of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE 17
Amendments to By-Laws

These By-Laws may be altered, amended or repealed and new By-laws may be adopted by a majority of the Board of Directors members present at any regular meeting or at any special meeting, if at least two days' written notice is given of intention to alter, amend, or repeal or to adopt new By-Laws at such meeting.

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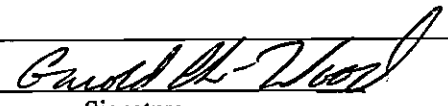
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BY-LAWS

Of

**THE WASHINGTON COUNTIES
RISK GROUP**

COMMISSIONERS' AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	Adult Probation Department Department	 Signature
<u>AGENDA DATE</u> BOE	10 / 22 /2024	For what meeting? X <u>BOCC</u> BOH
<u>SUBJECT</u>	<u>Contract amendment with WA State Department of Corrections</u>	
<u>ACTION REQUESTED</u>	<u>Approval of DOC and Probation Contract.</u>	

SUMMARY/BACKGROUND

Approval of DOC contract for additional Revenue each year for Adult Probation and gives DOC access to use the office.

FISCAL IMPACT

\$500.00 per month of revenue of \$6000.00/year

RECOMMENDATION

Contract is fair and reasonable. Adult Probation recommendation is that you approve and sign contract.

Amended

ATTACHMENTS

State of Washington Department of Corrections Contract No. K11980

COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS

1. Contract Number K11980

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

3. Contractor Information: Contractor: Washington State Department of Corrections

Contact Person: Daryl Huntsinger

Title: Contracts Administrator

Mailing Address: 8008 NE 4th Plain Blvd. Suite 360, Vancouver, WA 98662

Email Address: _____

Phone: 360.449.7646

4. Brief description of purpose of the contract and County's contracted duties: Will allow DOC, CCO and Probation to work together out of the Probation Department and be compensated \$500.00 /month

5. Term of Contract: From: April 1, 2019 To: June 30, 2026

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: \$6000.00
Amount Not Budgeted in Current Year: \$ Source: _____
Total Non-County Funds Committed: \$ Source: _____
Total County Funds Committed: \$
TOTAL FUNDS COMMITTED: \$6000.00 REVENUE

8. County Contact Person: Name: G. Chris Wood
Title: Probation Officer

9. Department Approval: G. Chris Wood
Department Head or Elected Official Signature

10. Special Comments: Amended contract extends the existing terms out from April 2024 to June 2026.



Washington State
Department of Corrections

Contract No. K11980
Amendment No. 1

This Amendment is made between the Washington State Department of Corrections, hereinafter referred to as "DOC" or "Department," and Skamania County, hereinafter referred to as "Agency," for the purpose of amending the above-referenced Contract, heretofore entered into between Department and Agency.

WHEREAS the purpose of this Amendment is to extend the term.

NOW THEREFORE, in consideration of the terms and conditions contained herein, or attached and incorporated and made a part hereof, Department and Agency agree as follows:

4. Term is hereby amended, in part, as follows:

This Agreement shall take effect April 1, 2019, and shall continue in effect until ~~((April 1, 2024))~~ June 30, 2026. This Contract Agreement may be extended by mutual agreement of the parties. Any such extension shall be evidenced by a properly completed written amendment to this Agreement. Either party may terminate this Agreement by giving thirty (30) days written notice to the other.

Additions to this text are shown by underline and deletions by ~~((strikeout))~~. All other terms and conditions remain in full force and effect. The effective date of this Amendment is January 30, 2024.

THIS AMENDMENT, consisting of one (1) page, is executed by the persons signing below who warrant that they have the authority to execute this Amendment.

SKAMANIA COUNTY

DEPARTMENT OF CORRECTIONS

(Signature)

(Printed Name)

(Title)

(Date)

(Signature)

Daryl Huntsinger

(Printed Name)

Contracts Administrator

(Title)

(Date)

Approved as to Form: This Amendment format was approved by the office of the Attorney General.
Approval on file.



State of Washington
Department of Corrections

Contract No. K11980

This Interlocal Agreement ("Agreement") is made by the Washington State Department of Corrections, hereinafter referred to as Department or DOC and the Skamania County Probation Department, hereinafter referred to as Agency.

WHEREAS, RCW Chapter 39.34 (Interlocal Cooperation Act) permits state agencies and local Governments to make the most efficient use of their powers by authorizing them to enter into Agreements with each other, in order to provide services and facilities in a manner best serving the needs and development of their local communities; and

WHEREAS, the purpose of this Agreement is to allow Department to place DOC Community Corrections Officers ("CCO's") at the premises owned/operated by Agency located at 240 NW Vancouver Avenue, Stevenson, WA 98684 ("Premises").

NOW THEREFORE, in consideration of the terms and conditions contained herein, Department and Agency agree as follows:

1. **Agency Responsibilities:** Agency shall provide:
 - A. Office space for one (1) CCO at Premises. Premises will be accessible to the DOC CCO seven days a week, twenty-four hours per day.
 - B. Janitorial service for the office space.
 - C. Offender urinalysis ("UA") area.
 - D. Availability of female Agency staff to administer female UA's, as needed.
 - E. Invoice Department five hundred dollars (\$500) per month for office space and associated services provided.

2. **Department Responsibilities:** Department shall:
 - A. Keep the office space clean.
 - B. Wear Department identification at all times when within the building.
 - C. Escort visitors at all times while within the building.
 - D. Availability of male Department staff to administer male UA's, as needed.
 - E. Pay five hundred dollars (\$500) per month to Agency.

3. **Access to information:**
 - A. Access to all Department computer systems and files is restricted to the DOC CCO. Department will follow its policy for dissemination of any information from its computer systems and files.

- B. Access to all Agency computer systems and files are restricted to Agency personnel unless trained and authorized. The Agency will follow its policy and applicable law concerning dissemination of all Agency information.
4. **Term:** This Agreement shall take effect April 1, 2019 and shall continue in effect until April 1, 2024. This Contract Agreement may be extended by mutual agreement of the parties. Any such extension shall be evidenced by a properly completed written amendment to this Agreement. Either party may terminate this Agreement by giving thirty (30) days written notice to the other.
5. **Hold Harmless:** Each party to this Agreement shall be responsible for its own acts and/or omissions and those of its officers, employees, and volunteers. No party to this Agreement shall be responsible for the acts and/or omissions of entities or individuals not a party to this Agreement.
6. **Contact Persons:** The parties stipulate that the following persons shall be the contact person for their respective jurisdiction.
- A. Bob Hamlin, Skamania County Commissioner, 240 NW Vancouver Avenue, Stevenson, WA 98684, 509-427-3700, hamlin@co.skamania.wa.us
 - B. John Kopf, Community Corrections Supervisor, 8008 NE Plain Boulevard, Suite 360, Vancouver, WA 98662, 360-449-7646, jakopf@doc1.wa.gov
7. **Nothing herein shall require or be interpreted to:**
- A. Waive any defense arising out of RCW Title 51.
 - B. Limit or restrict the ability of either entity or employee or legal counsel for either entity or employee to exercise any right, defense or remedy which a party to a lawsuit may have with respect to claims for third parties, including, but not limited to, any good faith attempts to seek dismissal of legal claims against a party by any proper means allowed under the civil rules in either state or federal court.
8. **General Provisions:**
- A. **Entire Agreement.** This Agreement contains all of the terms with respect to any matter covered or mentioned in this Agreement.
 - B. **Modification.** No provision of this Agreement may be modified except by written agreement signed by the Parties.
 - C. **Successors.** This Agreement shall be binding upon the Parties' successors in interest and assigns.
 - D. **Severability.** Any provision of this Agreement which is declared invalid or illegal shall in no way affect or invalidate any other provision.
 - E. **Default.** In the event that either of the Parties defaults on the performance of any terms of this Agreement or either party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, each Party shall pay all its own attorneys' fees, costs and expenses.

- F. Venue. The venue for any dispute related to this Agreement shall be Thurston County, Washington.
- G. Waiver. Failure of the Agency to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default.
- H. Performance. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.

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


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

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

THIS Interlocal Agreement, consisting of three (3) pages, is executed by the persons signing below who warrant that they have the authority to execute the Agreement.

SKAMANIA COUNTY

DEPARTMENT OF CORRECTIONS

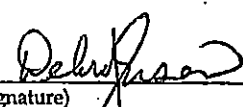


 (Signature)
 Richard Mahar

 (Printed Name)
 Chairman

 (Title)
 April 16, 2016

 (Date)



 (Signature)
 Debra J. Eisen

 (Printed Name)
 Contracts Administrator

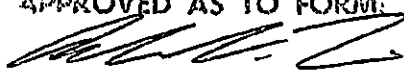
 (Title)
 5/13/19

 (Date)

Approved as to Form:


This Interlocal Agreement format was approved as to form by Pete Berney, AAG, of the Office of the Attorney General, on December 8, 2006

APPROVED AS TO FORM:



 Skamania County Prosecutor

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	<u>Public Works</u>	
	Department	Signature
<u>AGENDA DATE</u>	<u>October 22nd, 2024</u>	
<u>SUBJECT</u>	<u>Washougal Slide Feasibility Study</u>	
<u>ACTION REQUESTED</u>	<u>Approve request to negotiate with Cornforth Consultants Consultant Services</u>	

SUMMARY/BACKGROUND

Skamania County Public Works started advertisement 8/20/24 for Geotechnical Engineering/Civil Engineering Consultant Services for the Washougal Slide Feasibility Study to get Engineering recommendations on solutions to improve the “Fanning Hill Slide Area” to make it a safer transition on Washougal River Road.

RFQ's were received on 9/19/2024, screening, interviews, and review process conducted with Cornforth Consultants coming out on top.

FISCAL IMPACT

Skamania County has STBGR funds with toll credits for the county match for this PE Phase of the project.

RECOMMENDATION

That the Board of County Commissioners approve Request to Negotiate with Cornforth Consultants Services for Washougal Slide Feasibility Study Contract.

LIST ATTACHMENTS

Geo/Civil Consultant RFQ Scores
Consultant Interview Selection

Dated this 22nd day of October 2024.

ATTEST:

**BOARD OF COMMISSIONERS
SKAMANIA COUNTY, WASHINGTON**

Asa Leckie, Chairman

Richard Mahar, Commissioner

Lisa Sackos, Clerk of the Board

T.W. Lannen, Commissioner

Approved as to form only:

Adam Kick,
Skamania County Prosecuting Attorney

Aye _____
Nay _____
Abstain _____
Absent _____

CONSULTANT SELECTION SCORES

**First Selection
Group Selection**

Selection Committee		Evaluation Sheet Total Score:												
Name		A	B	C	D	E	F	G	H	I	J	K	L	M
1.	Sadi Pettenger	99	87	94										
2.	Randy Moline	95	74	90										
3.	Tony Hegewald	92	77	90										
4.	Greyson Rudd	98	70	93										
5.														
6.														
7.														
8.														
9.														
10.														
Total Score		384	308	367	0	0	0	0	0	0				
Average Score		96	77	91.75										

FIRM IDENTIFICATION

- A. Cornforth Consultants - Landslide Technology
- B. Schnabel Engineering
- C. Shannon & Wilson
- D. _____
- E. _____
- F. _____
- G. _____
- H. _____
- I. _____
- J. _____
- K. _____
- L. _____

Completed By: Randy Moline Date 10/2/2024

Checked By: Sadi Stouder-Pettenger Date 10/3/2024

The Skamania County Board of Commissioners, do hereby approve request to negotiate.

CHAIR OF THE BOARD

COMMISSIONER

COMMISSIONER

CONSULTANT SELECTION SCORE

Washougal Slide Feasibility Study

Project:	FIRMS SCORES																				MAX. POINTS	
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T		
1 Geotechnical /Civil Engineering																						15
1 Qualifications of Proposed Project Manager	14.50	13.75	14.00																			15
2 Qualifications/Expertise of Firm	19.25	17.25	17.75																			20
4 Ability to meet schedule	18.25	17.50	17.50																			20
5 Approach to plan	19.50	18.25	18.25																			20
6 Familiarity with WSDOT/FHWA Standards	14.75	9.25	13.50																			15
6 Past Performance & References	9.00	9.00	9.25																			10
	85.25	85.00	90.25	0.00	0.00	0.00	0.00	0.00														MAX. SCORE 100

FIRM IDENTIFICATION


A. Landslide Technology	95.25	_____	_____
B. Schnabel Engineering	85.00	_____	_____
C. Shannon & Wilson	90.25	_____	_____
D. _____	0.00	_____	_____
E. _____	0.00	_____	_____
F. _____	0.00	_____	_____
G. _____	0.00	_____	_____
H. _____	0.00	_____	_____

SIGNED:
SIGNED:
SIGNED:
SIGNED:
DATE:

[Handwritten signatures and date]

A					B					C				
Statement of Qualifications					Statement of Qualifications					Statement of Qualifications				
Reviewer 1	Reviewer 2	Reviewer 3	Reviewer 4	Avg	Reviewer 1	Reviewer 2	Reviewer 3	Reviewer 4	Avg	Reviewer 1	Reviewer 2	Reviewer 3	Reviewer 4	Avg
13	15	15	15	14.5	14	12	15	14	13.75	12	15	15	14	14
20	19	18	20	19.25	16	18	18	18	17.25	18	19	16	20	17.75
19	18	18	18	18.25	18	18	18	18	17.5	18	18	18	18	17.5
18	20	20	20	19.5	19	18	18	18	18.25	18	19	18	19	18.25
14	15	15	15	14.75	14	3	8	12	9.25	14	12	13	15	13.5
8	10	9	9	9	8	8	10	9	9	8	10	10	9	9.25
92	97	95	97	95.25	90	75	85	90	85	88	90	90	85	90.25
			Subtotal	85.25				Subtotal	85				Subtotal	80.25
			Total	95.25				Total	85				Total	90.25

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	Public Works Department	
<u>AGENDA DATE</u>	10/22/2023	Signature
<u>SUBJECT</u>	<u>Contract for roofing services</u>	
<u>ACTION REQUESTED</u>	Approve contract	

SUMMARY/BACKGROUND

As we move forward with repair buildings from the USFS conveyance there is a need for roofing repairs and or replacement in some cases. This contract is for the replacement of one of those roofs.

FISCAL IMPACT

REET funds are budgeted for these repairs

RECOMMENDATION

I would recommend the board approve the contract

LIST ATTACHMENTS

Contract face sheet
Contract

COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS

1. Contract Number _____

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

3. Contractor Information: Contractor: Gresham Roofing and Construction
Contact Person: Lester Fox
Title: Manager
Address: P.O. Box 1590
Address: Boring, OR
Phone: (503)492-7663

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

5. Term of Contract: From: October 22, 2024 To: December 1, 2024

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

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

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

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

7. Budget Committed in Current Year: \$35,000 Source: 3010 Reet Budget
Amount Not Budgeted in Current Year \$
Total Non-County Funds Committed: \$
Total County Funds Committed: \$35,000
TOTAL FUNDS COMITTED: \$35,000

8. County Contact Person: Name: David Waymire
Title: Public Works Director

9. Department Approval: _____
Department Head or Elected Official Signature

10. Special Comments: _____



ESTIMATE	#6850
ESTIMATE DATE	May 18, 2024
TOTAL	\$34,653.56

Gresham Roofing and Construction

Skamania County - Mount Adams House
 Skamania County - Mount Adams House

CONTACT US

P.O. Box 1590
 Boring, OR 97009

☎ (509) 427-3909
 ✉ davidw@co.skamania.wa.us

☎ (503) 492-7663
 ✉ info@greshamroofing.com

ESTIMATE

Services	amount
----------	--------

Service - Roof Replacement 192	\$31,880.00
--------------------------------	-------------

Remove existing one layer of wood shingles and two layers of comp shingles down to space sheeting.
 Inspect Install new 1x2 CDX plywood over space sheeting.
 Install new synthetic roofing felt vapor barrier.
 Install new T Metal rake edge flashing.
 Install new 1" x 3" gutter drip edge flashing.
 Install new Ultimate pipe flashing around all pipe penetrations.
 Install new weather head at power pole.
 Install new leading edge starter strip at all gutter and rake edges.
 Install new Armour stater over leading edge starter at gutter edge
 Install new IKO Armour shake roofing shingles, installed by using nails and not staples.
 Install new metal RVO-38 roof vents.
 Install new flapper vents at all bath and kitchen exhaust fans.
 Install new matching ridge cap.
 Install ice and water shield at valleys and chimney.
 Install all new chimney base flashing.
 All flashing will be baked enamel finished and nails used will be galvanized.
 All exposed fasteners will be sealed.
 Clean gutters and haul all debris away

Warranty - Limited lifetime Manufacture IKO Warranty and 10-year Gresham Roofing and Construction Labor Warranty.

NOTES: This proposal does not include any dry-rot other than stated above. Any cable, electrical, plumbing or painting work, bond or permits. Our rate is \$68.00 per man hour plus materials.
 This proposal may be withdrawn if not accepted within 10 days from date above.

Payment:

30% Down Payment Due Upon Bid Acceptance. Remaining Balance Due Upon Completion of Work.

3% Card Payments

5% Late Fee if not Paid Upon Completion.

Services subtotal: \$31,880.00

Subtotal \$31,880.00

Tax (Wa St 8.7%) \$2,773.56

Total \$34,653.56

Respectfully submitted by

@greshamroofing.com | 503-492-7663

Dated this ____ day of _____ 2024.

ATTEST:

**BOARD OF COMMISSIONERS
SKAMANIA COUNTY, WASHINGTON**

Asa Leckie, Chairman

Richard Mahar, Commissioner

Lisa Sackos, Clerk of the Board


T.W. Lannen, Commissioner

Approved as to form only:

Adam Kick,
Skamania County Prosecuting Attorney

Aye _____
Nay _____
Abstain _____
Absent _____

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	Public Works Department	 Signature
<u>AGENDA DATE</u>	October 22, 2024	
<u>SUBJECT</u>	2025–2030 Six-Year Transportation Improvement Program	
<u>ACTION REQUESTED</u>	Set Public Hearing Date	

SUMMARY/BACKGROUND

Adoption of the Skamania County Six-Year Transportation Improvement Program prepared by the County Engineer requires a Public Hearing by the Board of Commissioners prior to its final approval. This Agenda Commentary serves to set the public hearing date for the 2025-2030 Six-Year Transportation Improvement Program (TIP).

Additional information will be provided for the Board's review prior to the hearing for both the Six-Year TIP and the Annual Road Program. The resolutions for the Six-Year TIP and Annual Road Program must be adopted prior to the final 2025 Skamania County budget adoption.

FISCAL IMPACT

Public Hearing Notices only

RECOMMENDATION

That the Board of County Commissioners, by motion action, set a Public Hearing for the 2025-2030 Six-Year Transportation Improvement Program for December 10, 2024.

LIST ATTACHMENTS

NOTICE OF PUBLIC HEARING
Before the
Skamania County Board of Commissioners

PURPOSE: The Skamania County Board of Commissioners are hereby giving notice that a public hearing will be held to consider updating the comprehensive Six-Year Transportation Improvement Program for road and bridge construction work for the years 2025-2030.

Oral and written testimony will be considered at the public hearing by the Board of Commissioners. Written testimony must be submitted to the Clerk of the Board no later than 12:00 p.m. on Monday, December 9th, 2024, to be considered at the public hearing. Written testimony may be sent to Skamania County Board of Commissioners, Attn: Clerk of the Board, P.O. Box 790, Stevenson, WA 98648 or sackos@co.skamania.wa.us. Anyone interested may appear and be heard.

DATE: Tuesday, December 10th, 2024
TIME: 5:30 p.m.
PLACE: Skamania County Courthouse
240 NW Vancouver Avenue, Room No. 18 (first floor)
Stevenson, WA 98648

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

To Join by Phone, Dial: 1 346 248 7799

Meeting ID: 889 0632 1210

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

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

DATED this 22nd day of October, 2024.

Lisa Sackos
Clerk of the Board

Publish: November 27th, and December 4th, 2024

DATE: **October 22nd, 2024**

TO: **The Skamania County Pioneer**
P.O. Box 250
Stevenson, WA 98648

FROM: **Skamania County Commissioners**
Clerk of the Board
P.O. Box 790
Stevenson, WA 98648

Please publish the following documents on the dates indicated:

Document: Notice of public hearing – Updates for the Six-Year Transportation Improvement Program for the
 years 2024-2029.
Publish as: Legal Notice
Publish on: November 27th, and December 4th, 2024
Send bill to: Commissioners

SAFETY COMMITTEE REPORT

**BOCC meeting, October 22nd, 2024
on the
Safety Committee Meeting October 10, 2024 7:30am,
Human Resource Office, Bottom floor of County Courthouse**

1. New Business/ 2024-E-07, 24-1007, 24-1008

2. Old Business/

2024-E-07 Public citizen driving on Hwy 14 stopped and placed their vehicle in reverse hitting one of the Seniors vans. The Supervisor finds this as an unpreventable incident.

The Safety Committee agrees with the Supervisor that this is an unpreventable incident. The public citizen should have been paying closer attention. No action is required.

24-1007 Sheriff's office employee was hiking in the lava beds to recover a human skull, tripped, and landed on their knee. Employee sought treatment with the chiropractor. When the pain continued the employee sought additional medical treatment one month after the incident. The supervisor finds this an unpreventable incident due to the terrain.

The Safety Committee agrees with the Supervisor that this is an unpreventable incident. The safety committee stated that the employee needs to be advised to turn in the claim immediately following any injury incident whether there is significant pain or minimum pain.

24-1008 Employee received a needlestick while placing the safety guard back on the used needle after administering a vaccine to a patient. The supervisor finds this incident preventable.

The Safety Committee agrees with the Supervisor that this was a preventable incident and recommends that the employee places the needle into a Sharps container, pay closer attention and stay alert. The safety committee also recommends that the procedure for needle disposal be reviewed.