

SKAMANIA COUNTY BOARD OF COMMISSIONERS

240 NW Vancouver Ave.

Stevenson, WA 98648

Agenda for Wednesday, November 13th, 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.

9:00 AM Staff Reports

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

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

1. Minutes for meeting October 29th, 2024.
2. Minutes for meeting November 5th, 2024.
3. Set payroll dates for calendar year 2025.
4. Resolution 2024-25, Distribution of Federal Forest Fund Receipts from Treasurer's Trust.
5. Resolution 2024-26, Re-pay Current Expense Loans.
6. Resolution 2024-27, Establish Loan to Current Expense from C/R Loan Fund.
7. Resolution 2024-28, Rescinding Resolutions 1999-43, 2002-27, 2005-13, 2008-56 & Amending Resolution 2014-24, Establishing Fees & Policy for Rental of the Hegewald Center, Fairgrounds Facilities & Camping, & Home Valley Park.
8. Letter of resignation from Gabe Spencer for the Columbia Gorge Housing Authority.
9. Application requesting funding from Skamania EMS for Co-operative Prevention Outreach.
10. Application requesting funding from Skamania EMS for Expanded Training for First Responders.
11. Contract with Investigations Data, LLC for investigation and background information.
12. Interagency agreement with Washington State Parks & Recreation Commission for snowplowing services.

Voucher Approval
Request for Exception to Hiring Freeze for Civil Clerk Position

BOCC 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 Workshop with Community Health & Public Works to discuss modular replacement.
- 11:00 AM Workshop to discuss potential Community Health contributions.
- 11:30 AM Columbia River Gorge Commission updates with Gorge Commissioner Laura Brennan Bissell

Lunch

1:30 PM [Board of Health](#)

2:30 PM Discussion with the Financial Management Committee regarding the 2025 preliminary budget and consider External Services Contracts award amounts.

Adjourn

Announcements:

Monday, November 18th, 2024, 9:30 a.m.: The Board will hold a special meeting to consider approval of vouchers and payroll.

Tuesday, November 19th – Thursday, November 21st, 2024: The Board will be attending the WSAC County Leadership Conference in Vancouver, WA. The regular Board of County Commissioners meeting scheduled for Tuesday, November 19th, 2024, has been **cancelled**.

BOARD OF SKAMANIA COUNTY COMMISSIONERS
Skamania County Courthouse
240 NW Vancouver Ave. Lower Level, Room 18
Stevenson, WA 98648
Minutes for Meeting of October 29th and 30th, 2024

The Commissioners' business meeting was called to order at 9:31 a.m. on Tuesday, October 29th, 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. was absent.

The Pledge of the Allegiance was led by Somer Meade, 4-H Program Coordinator.

There was no public comment.

Commissioner Lannen moved, Commissioner Mahar seconded, and the motion carried unanimously to approve the National 4-H Week Proclamation.

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

1. Minutes for meeting October 22nd, 23rd, & 24th, 2024.
2. Interlocal agreement addendum #3 with the City of Stevenson.
3. Contract renewal with DataMark Technologies for GIS Data Maintenance.
4. Contract with the Vancouver Police Department for emergency jail services.

Commissioner Lannen moved, Commissioner Mahar seconded, and the motion carried unanimously to approve vouchers for the period dated October 29th, 2024, totaling \$87,856.05 with the Current Expense amount of \$9,933.60, covering warrant numbers 200700 through 200747.

The Board reported on various meetings they attended.

The Board met for Department Head reports:

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

The meeting recessed at 10:27 a.m. and reconvened the same day at 5:32 p.m. with Commissioner T.W. Lannen, Commissioner Richard Mahar and Commissioner Asa Leckie, Chair, present.

The Board held a public hearing to consider and take public testimony for Resolution 2024-16, Supplemental Budget #2 for 2024. Financial Management Officer Heidi Penner provided a staff report. There was no public testimony.

Commissioner Lannen moved, seconded by Commissioner Mahar, and the motion carried unanimously to approve Resolution 2024-16, supplemental budget #2 for 2024.

The Board entered into a discussion regarding county software.

The meeting recessed at 5:43 p.m. and reconvened the next day on Wednesday, October 30th, 2024, at 10:06 a.m. with Commissioner T.W. Lannen and Commissioner Richard Mahar present. Commissioner Asa Leckie, Chair, arrived at 10:12 a.m.

The Board met in a preliminary budget workshop with Community Health Director Tamara Cissell and Data and Finance Manager Allen Esaacson.

The meeting recessed at 10:30 a.m. and reconvened the same day at 11:00 a.m. with Commissioner T.W. Lannen, Commissioner Richard Mahar and Commissioner Asa Leckie, Chair, present.

The Board met in a preliminary budget workshop with Prosecutor Adam Kick and Office Administrator Char Hartley.

The meeting recessed at 11:19 a.m. and reconvened the same day at 11:30 a.m. with Commissioner T.W. Lannen, Commissioner Richard Mahar and Commissioner Asa Leckie, Chair, present.

The Board met in Executive Session pursuant to RCW 42.30.110(1)(i) to discuss current or potential litigation with Prosecutor Adam Kick. The session ended at 11:50 p.m. No action was taken following session.

The meeting recessed at 11:51 a.m. and reconvened the same day at 12:01 p.m. with Commissioner T.W. Lannen, Commissioner Richard Mahar and Commissioner Asa Leckie, Chair, present.

The Board met in a preliminary budget workshop with Superior Court Judge Randall Krog and Court Administrator Pam Bell.

The Board met in a preliminary budget workshop with Superior Court Judge Randall Krog and Juvenile Services Administrator Angie Hollis.

Commissioner Lannen moved, seconded by Commissioner Mahar, and the motion carried unanimously to adjourn the Skamania County Board of Commissioners meeting for the week of October 29th, 2024.

The meeting adjourned on Wednesday, October 30th, 2024, at 12:29 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

BOARD OF SKAMANIA COUNTY COMMISSIONERS
Skamania County Courthouse
240 NW Vancouver Ave. Lower Level, Room 18
Stevenson, WA 98648
Minutes for Meeting of November 5th, 2024

The Commissioners' business meeting was called to order at 11:00 a.m. on Tuesday, November 5th, 2024, at the Commissioners' Meeting Room, 240 NW Vancouver Avenue in Stevenson, WA with Commissioners Richard Mahar and T.W. Lannen present. Commissioner Asa Leckie, Chair, was absent.

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

Public comment was provided by Mary Repar, Stevenson resident regarding the election and a television ad.

Commissioner Lannen moved, Commissioner Mahar, Vice-Chair, stepped down and seconded, and the motion carried unanimously to approve vouchers for the period dated November 5th, 2024, totaling \$185,337.10 with the Current Expense amount of \$75,571.29, covering warrant numbers 200748 through 200825.

Commissioner Lannen moved, Commissioner Mahar, Vice-Chair, stepped down and seconded, and the motion carried unanimously to approve payroll for the period of October 16th, 2024, through October 31st, 2024, in the total amount of \$687,847.39 with \$420,855.14 being Current Expense, covering warrant numbers 44903 through 44922 and direct deposit numbers 84295 through 84477.

Commissioners Lannen and Mahar reported on various meetings they attended.

The meeting recessed at 11:13 a.m. and reconvened the same day at 5:30 p.m. with Commissioners Richard Mahar, T.W. Lannen, and Asa Leckie, Chair, present.

The Board held a public hearing to consider and take public testimony for the preliminary budget for 2025. Financial Management Officer Heidi Penner provided a staff report. There was no public testimony.

Commissioner Lannen moved, Commissioner Mahar seconded, and the motion carried unanimously to adopt the preliminary budget for 2025 dated October 23rd, 2024.

Commissioner Lannen moved, Commissioner Mahar seconded, and the motion carried unanimously to the 2025 final budget and consider setting current expense and county road property tax levies for December 17th, 2024.

Commissioner Lannen moved, Commissioner Mahar, Vice-Chair, stepped down and seconded, the motion carried unanimously to adjourn the Skamania County Board of Commissioners meeting for Tuesday, November 5th, 2024.

The meeting was adjourned at 5:36 p.m.

ATTEST:

BOARD OF COMMISSIONERS
SKAMANIA COUNTY, WASHINGTON

Asa Leckie, Chairman

Richard Mahar, Vice-Chair

Lisa Sackos, Clerk of the Board

T.W. Lannen, Commissioner

DRAFT



**SKAMANIA COUNTY AUDITOR
ROBERT J. WAYMIRE**

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

(509) 427-3730
Fax (509) 427-3740

www.skamaniacounty.org/departments-offices/auditor

I, _____, move to set payroll dates for the calendar year 2025 as follows:

Pay Dates

Thursday January 9th
Thursday January 23rd
Monday February 10th
Tuesday February 25th
Monday March 10th
Tuesday March 25th
Thursday April 10th
Thursday April 24th
Thursday May 8th
Thursday May 22nd
Tuesday June 10th
Wednesday June 25th

Thursday July 10th
Thursday July 24th
Thursday August 7th
Monday August 25th
Wednesday September 10th
Thursday September 25th
Thursday October 9th
Thursday October 23rd
Monday November 10th
Tuesday November 25th
Wednesday December 10th
Wednesday December 24th

Seconded by: _____

Motion approved on: _____

Attest:

Chair

Commissioner

Commissioner

Clerk of the Board

Aye _____
Nay _____
Abstain _____
Absent _____



RESOLUTION 2024-25

(Distribution of Federal Forest Fund Receipts from Treasurer's Trust)

WHEREAS Title I of the Secure Rural Schools and Community Self-Determination Act of 2008 was reauthorized by Public Law 117-58 and signed into law by the President of the United States on November 15, 2021. Skamania County was authorized to receive from the Forest Service, U.S. Department of Agriculture, \$1,039,929.51 plus interest in the amount \$472.94 for a total of \$1,040,402.45 for FY 2023 federal forest yield received in April 2024 through the Washington State Treasurer: and

WHEREAS Title III of the Secure Rural Schools and Community Self-Determination Act of 2008 was reauthorized by Public Law 117-58 and signed into law by the President of the United States on November 15, 2021. Skamania County was reauthorized to receive from the Forest Service, U.S. Department of Agriculture, \$182,544.43 plus interest in the amount of \$77.90 for a total of \$182,622.33 for FY 2023 Federal Forest yield in April 2024 through the Washington State Treasurer: and

WHEREAS the Board finds that the distribution of said funds for Title I should be made in the manner set forth below; and

WHEREAS the Board finds that the distribution of said funds for Title III should be made in the manner set forth below; and

NOW, THEREFORE, BE IT RESOLVED that the Treasurer of Skamania County is directed to distribute \$1,223,024.78 as follows:

<u>FEDERAL FOREST</u>		
Current Expense	(0010.380)	\$1,040,402.45
<u>TITLE III –General Fund</u>	(1300.000)	\$182,622.33
	Total	\$1,223,024.78

PASSED IN REGULAR SESSION this 13th day of November 2024.

BOARD OF COMMISSIONERS
SKAMANIA COUNTY, WASHINGTON

Asa Leckie, Chairman

Richard Mahar, Commissioner

Tom Lannen, Commissioner

For _____
Against _____
Abstain _____
Absent _____

ATTEST:

Lisa Sackos Clerk of the Board

APPROVED AS TO FORM ONLY:

Adam Kick, Prosecuting Attorney

**RESOLUTION No. 2024-26
(Re-Pay Current Expense Loans)**

WHEREAS, the Board of County Commissioners has reviewed the Current Expense Fund's current indebtedness; and

WHEREAS, the Current Expense Fund has an outstanding loan created by Resolution 2024-15 with a balance of \$1,449,542.61 plus interest with an expiration date of September 10, 2027; and

WHEREAS, RCW 79.64.110 requires the County to first apply State Forest Board revenues to the reduction of indebtedness existing in the Current Expense Fund; and

WHEREAS, the Commissioners have determined there is sufficient State Forest Board revenue available to repay the Current Expense Fund's indebtedness created by Resolution 2024-15; and

NOW, THEREFORE, BE IT RESOLVED that the County Treasurer is hereby directed to pay on the 13th day of November 2024, **\$1,450,813.45** as follows:

Resolution 2024-15	
1027.000 Cumulative Reserve Loan Fund	\$ 1,449,542.61
Interest from 09/10/2024 to 11/13/2024	\$ <u>1,270.84</u>
TOTAL PAYMENT	\$ 1,450,813.45

PASSED IN REGULAR SESSION this 13th day of November 2024.

**BOARD OF COMMISSIONERS
SKAMANIA COUNTY, WASHINGTON**

Asa Leckie, Chairman

Richard Mahar, Commissioner

Tom Lannen, Commissioner

ATTEST:

Lisa Sackos, Clerk of the Board

For _____
Against _____
Abstain _____

APPROVED AS TO FORM ONLY:

Adam Kick, Prosecuting Attorney

RESOLUTION No. 2024-27

(Interfund Loan from Special Revenue Fund, Cumulative Reserve Loan to Current Expense Fund, Non-Departmental Revenue)

BE IT HEREBY RESOLVED by the Board of County Commissioners of Skamania County, Washington, that the County Treasurer is directed to loan a total of \$1,450,813.45 from the SPECIAL REVENUE FUND, Cumulative Reserves Loan Fund (1027.000) and transfer \$1,450,813.45 to the CURRENT EXPENSE, NON-DEPARTMENTAL REVENUES FUND, (0010.380); that this transaction shall be considered an interfund loan to the CURRENT EXPENSE FUND and is to be repaid from the first available funds, together with interest at .5%, not later than three (3) years from the date hereof.

PASSED IN REGULAR SESSION this 13th day of November 2024.

**BOARD OF COMMISSIONERS
SKAMANIA COUNTY, WASHINGTON**

Asa Leckie, Chairman

Richard Mahar, Commissioner

Tom Lannen, Commissioner

ATTEST:

Lisa Sackos, Clerk of the Board

For _____
Against _____
Abstain _____
Absent _____

APPROVED AS TO FORM ONLY:

Adam Kick, Prosecuting Attorney



**SKAMANIA COUNTY TREASURER
VICKIE CLELLAND**

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

(509) 427-3760
Fax (509) 427-3740

November 5, 2024

Heidi,

From 6320.000.389.002.100 to
0010.380.335.023.400 TbrSale-St Forest Bd Transfer \$ 1,225,573.76
From 6320.000.389.002.000 to
0010.380.335.023.500 OTHER St Forest Bd Transfer \$ 179,006.03
From 6320.000.389.001.700 to
0010.380.335.023.300 TbrSale-St Forest Bd Purchase \$ 44,802.66
From 6320.000.389.001.600 to
0010.380.335.023.200 OTHER St Forest Bd Purchase \$ 1,431.00

Total: \$1,450,813.45

Loan Payoff # 2024-15 request of November 5, 2024, with interest from September 10, 2024 until November 13, 2024.

Principle \$ 1,449,542.61

Interest \$ 1,270.84

Total \$ 1,450,813.45

Loan balance after payoff: \$ 00


Please do a Resolution to pay off the above Loan and a Resolution for an Interfund loan in the amount of \$ 1,450,813.45.

Any questions please call, I will be at 1-509-230-7092.

Vickie Clelland
Skamania County Treasurer



COMMISSIONERS' AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	Community Events and Rec Department	 Signature
<u>AGENDA DATE</u>	11/12/2024	For what meeting? BOCC BOH BOE
<u>SUBJECT</u>	Resolution 2024-28: To Adopt Increased Fees for Rentals and Camping	
<u>ACTION REQUESTED</u>	Approve the Resolution	

SUMMARY/BACKGROUND

Community Events and Recreation is submitting Resolution 2024-28 to update fees and policies regarding rentals, camping, insurance and usership. Pricing has not been update in a number of years. This will bring our fairgrounds in line with other grounds similar to ours.

FISCAL IMPACT

With the increases we will see an improvement in terms of revenue YTD. It is our hope to book any new event in 2025 with these rates.

RECOMMENDATION

Approve the Resolution.

ATTACHMENTS

Resolution 2024-28

Resolution Number 2024-28

(Rescinding Resolution 1999-43, 2002-47, 2005-13, 2008-56 and amending resolution 2014-24 establishing fees and policy for rental of the Hegewald Center, Fairgrounds facilities and camping, and Home Valley Park.)

WHEREAS, Resolution 2014-24 has outdated information on rentals and the departments who collect and administer these rentals, and;

WHEREAS, it was determined that the fees and schedules needed to be modified to reflect the current value of facility rental and camping services, and;

WHEREAS, it has been determined to be in the best interest of the County to amend the fees and policy related to rental of these facilities and campground;

NOW THEREFORE, BE IT RESOLVED that the Board of Skamania County Commissioners do hereby amend resolution 2014-24 by striking all previous policies and fee schedules and replacing them with the following adopted fee schedules and policies for rental of the Hegewald Center as well as the Skamania County Fairground facilities and campsites. These policies and fee schedules shall be posted on the County website and shall be available at the Community Events and Recreation Department.

USER CLASSIFICATION: Fees shall be determined by User Class.

CLASS 1: Skamania County government departments, WSU Cooperative Extensions, other local government agencies such as the Cities of Stevenson and North Bonneville, the PUD or the Port of Skamania County, 4H, and local public school and public service non-profit organizations for activities such as music, sports related gatherings, and dances.

CLASS 2: Skamania County residents, county organizations and businesses located in Skamania County. Federal, state, county governments, and public schools not located within Skamania County, and class 1 youth organizations when the use is related to fundraising.

CLASS 3: Non-residents, organizations and businesses located outside of Skamania County, and commercial users (engaging in activities for profit), and any other organizations regardless of status when the use is related to fundraising.

CLASS 4: Events, Shows, or Festivals that plan for at least 500 people to attend the event.

Annual User: Civic, non-profit service clubs, local political parties, and/or other government agency users (federal, state, local) whose use of the facility is related to the organizations business purposes and are not commercial or related to fundraising.

SECURITY AND ALCOHOL:

Social gatherings such as weddings, reunions, business outings who will be serving alcohol need to provide Community Events and Recreation the name, phone number, and a copy of the Washington MAST card of the person or persons serving alcohol. Groups with attendees under 150 must provide at least one (1) trained bartender. Groups of over 150 people are required to have at least two (2) trained bartenders with MAST cards.

All commercial events and festivals must supply their own licensed security for the entire duration of the event when alcohol will be served at the event, regardless of the size of the event. All commercial events and festivals must also provide a list of servers and MAST cards to Skamania County prior to the event.

If security is required by the county (see above) and the renter underestimates or misrepresents the permitted use, the county may:

- Cancel the event in progress.
- Demand immediate additional payment per the rental schedule, plus 50% penalty and/or collect damages for any monetary loss to the county.
- Immediately halt the service of alcohol.
- Prohibit renter from any future use of Skamania County facilities.

These remedies are non-exclusive, and the county may take any other action not prohibited by law in order to protect the county from liability or fraud.

DEPOSITS:

A \$150 cleaning deposit is required for groups of 100 or more people using the facility.

Groups who serve alcohol or allow alcohol consumption at their events shall be required to pay a \$200 deposit for damage to the facility or for unsatisfactory cleaning.

If the rented facility requires additional cleaning after the user vacates the premises, Skamania County Community Events and Recreation will charge the renter \$50 per hour spent cleaning by any county employee/staff or volunteer.

Following the rental, an inspection shall take place that verifies the satisfactory completion of cleaning tasks identified within the rental application. The security deposit or a portion thereof may be retained if the inspection indicates insufficient cleaning, damage to any property, equipment, or any part of the facility itself. A portion of the deposit may also be forfeited if county staff or volunteers are required to assist the user during the county's non-working hours due to an error of the user/renter. If the costs for employee assistance or damage

exceed the amount of the security deposit, Skamania County reserves the right to bill the user/renter for any excess.

Security deposits may be waived at the sole discretion of Skamania County Community Events and Recreation. A waiver may only be considered based on the positive past rental history or when the event is of such a nature that it is not reasonably likely to cause sufficient opportunity for damage to the facility or equipment.

INSURANCE REQUIREMENTS:

LIABILITY INSURANCE: All non-government or non-public entities that rent Skamania County facilities shall be required to provide proof of liability insurance (a certificate of insurance) for at least the minimum amounts set forth below when expecting 125 or more guests at an event. Any event which, in the sole discretion of the county, due to their nature may subject the county or the renter/user to additional substantial liability, will be reviewed by the county's risk manager in order to determine a minimum liability coverage amount for the event. All commercial users will be required to provide proof of liability insurance as well. Minimum limits of liability for all commercial events are as follows: \$1,000,000 Each Occurrence / \$2 Million General Aggregate. Additionally, facility renters that will be selling or distributing alcohol in any quantity on Skamania County property shall be required to provide general liability insurance as described above and liquor liability at a minimum of \$1 million per occurrence. Proof of insurance must be provided to Skamania County at least ten (10) days prior to entry and occupation of the facility, must list "Skamania County, its elected and appointed officials, employees, agents and volunteers" as additional insured on the policy, and such coverage shall be primary and non-contributory.

EQUIPMENT RENTAL FEES AND LABOR RATES:

Staff Labor Rates	\$45.00
Staff Call Out Rate	\$60.00
Event Maintenance 299 or Less	\$200.00
Event Maintenance 300 or More	\$350.00
Refuse Disposal Fee 499 or Less	\$200.00
Refuse Disposal Fee 500 or More	\$350.00
Tent Rental 40 x 60	\$3,000.00
Tent Rental 40 x 40	\$2,000.00
Tent Rental 20 x 40	\$1,000.00

Spider Box	\$30.00
Benches	\$10.00
Sandwich Boards	\$10.00
Stall Panels	\$5.00 per panel
Stage w/o trusses	\$500.00
Security Fencing	\$150.00 per unit (25)
Ticket Booth	\$50.00
Chairs Offsite	\$2.00 per chair
Forklift	\$150.00 per day
Scissor Lift	\$150.00 per day
Tractor	\$200.00 per day
Powered Vendor Spaces	\$50.00 per day

CAMPING RATES:

For overnight stay at the Skamania County Fairgrounds the current camping rates are the following:

Non-Electric space: \$30 per night **Powered Space:** \$35 per night

No person may camp at the Skamania County Fairgrounds for more than fourteen consecutive days per calendar year, unless otherwise expressly permitted by Skamania County Community Events and Recreation. Exceptions for extending the length of stay shall not exceed seven days, for a maximum of twenty-one days for any camper within a calendar year.

Monthly Rate: In some instances, Community Events and Recreation may enter a contract with individuals who seek to camp by the month. These camping requests are individually considered at the discretion of Skamania County Community Events and Recreation and shall only be approved where:

1. The purpose of the requests are inherently temporary in nature: temporary contract workers, visiting local family, building a permanent home in the area.
2. Any RV's, trailers, and campers are no older than 15 years.
3. The camping space shall not at any time accumulate trash, debris or anything that would lessen the appeal of the camping area to any other campers or users of county facilities. (If this provision is violated, the camping contract may be terminated, the camper required to leave, and the camper's monthly fee pro-rated and returned.)
4. Payment for the monthly rate is received prior.

All contracts will be submitted to the Board of County Commissioners for approval.

Annual User Policy:

Skamania County policy is to apply the Annual Users Fee under the following conditions:

1. The group must be a civic, non-profit, or other government agency users (federal, state, or local).
2. The user agrees to forfeit any of their reserved dates should the need arise. Community Events and Recreation reserves the right to cancel any and all dates of use without prior notice.
3. Payment for the Annual User **will be \$300 a year** and will need to be received prior to the first meeting. If all dates are cancelled for the remainder of the year, the annual fee shall be pro-rated and refunded as appropriate.
4. Annual users will abide by the rules set forth for cleaning and proper setup.

RATES FOR RENTING THE FACILITIES:

FACILITY	CLASS 3		CLASS 2		CLASS 1	
	1/2 Day	Full Day	1/2 Day	Full Day	1/2 Day	Full Day
HEGEWALD CENTER						
Auditorium	\$250.00	\$475.00	\$150.00	\$300.00	\$100.00	\$175.00
West Meeting Room	\$200.00	\$375.00	\$125.00	\$300.00	\$75.00	\$150.00
Craft Room	\$125.00	\$250.00	\$75.00	\$125.00	\$50.00	\$70.00
All Meeting Rooms	\$500.00	\$1,000.00	\$350.00	\$700.00	\$250.00	\$400.00
FAIRGROUNDS						
*Exhibit Hall	\$400.00	\$600.00	\$250.00	\$400.00	\$150.00	\$300.00
*Stock Barn/Horse Barn	\$350.00	\$450.00	\$150.00	\$300.00	\$100.00	\$150.00
Pavilion	\$175.00	\$250.00	\$125.00	\$175.00	\$50.00	\$75.00
Horse Arena/Grandstands	\$250.00	\$400.00	\$200.00	\$350.00	\$50.00	\$75.00
Picnic Shelter	\$175.00	\$275.00	\$125.00	\$175.00	\$50.00	\$75.00
Small Animal Barn	\$175.00	\$225.00	\$125.00	\$175.00	\$50.00	\$75.00
Midway Field		\$750.00		\$500.00		\$400.00
Rock Creek Campground		\$1,500.00		\$1,000.00		\$600.00

*A \$50 charge will be added to the rental amount per day between the months of October to May.

Class 4 Rates:

Larger groups have a greater impact on the fairgrounds. Groups whose use is considered Class 4 shall be required to meet with Skamania County Events and Recreation manager who will negotiate fees and/or costs based on the following criteria:

1. Total number of attendees.
2. The type of infrastructure needed.
3. Demand on restrooms and parking lots.

Class 4 rates will in no case be lower than Class 3 rates. Skamania County may negotiate a percentage of the admission, camping, or parking fees, and may require pre-payment of estimated refuse, utilities and supply costs. A Class 4 user may negotiate to supply their own waste removal and provide their own restroom supplies and cleaning.

Lisa Sackos

From: Gabe Spencer
Sent: Monday, October 28, 2024 11:14 AM
To: Lisa Sackos
Subject: RE: Happy Halloween week

Dear Members of the Columbia Gorge Housing Authority Board,

I am writing to formally announce my resignation as the Skamania County representative on the Columbia Gorge Housing Authority Board, effective immediately.

Thank you,



Gabriel Spencer County Assessor

E-mail : spencer@co.skamania.wa.us

Skamania County Assessor's Office

PO Box 790 | 240 NW Vancouver Ave. Stevenson, WA 98648

Phone: 509.427.3720

[Skamania County | Home](#)

Monday – Thursday 7:30 a.m. to 5:30 p.m.

Closed Friday's and all major Holidays

COMMISSIONER'S AGENDA ITEM COMMENTARY

SUBMITTED BY	Finance	<u>Heidi B. Penner</u>
AGENDA DATE	November 13, 2024	
SUBJECT	Opioid Funding Application from EMS	
ACTION REQUESTED	Approve Application	

SUMMARY/BACKGROUND

The OAC met on Monday, October 28th to discuss an application received from EMS, requesting funding for Co-operative Prevention Outreach. The OAC determined the activity/event/program met the requirements of the required approved uses, and would like the BOCC to approve the funding for the activity/event/program.

FISCAL IMPACT

\$2,250 in opioid abatement funds

RECOMMENDATION

Approve the application for funding, then we can work on an inter-local agreement

LIST ATTACHMENTS

Opioid Abatement Council Application Form - Co-operative Prevention Outreach - Skamania County EMS

Skamania County
Opioid Abatement Council
FUNDING APPLICATION FORM

Agency/Organization Information

Skamania EMS & Rescue

91-0892067

Agency/Organization

Federal Tax ID Number

Ann Lueders, Superintendent

Contact Name

PO BOX 338 Stevenson, WA 98648

Mailing Address

5094275065

annlueders@skamaniaems.com

Phone

Email

Amount requested \$ 2,250

Amount needed to fully fund activity/event/program \$ 2,250

Would you accept a reduced amount, if full funding isn't an option? Yes

Questions

You may type your answers below or attach a separate sheet. If you attach a separate sheet, please answer all of the below questions and number your answers to correspond to the below question numbers.

1. Activity/event/program name Co-operative Prevention Outreach

2. Describe your activity/event/program you are requesting funding for:

Skamania EMS & Rescue proudly works with One Prevention Alliance to support their outreach and prevention efforts. Our primary support comes in the way of providing staff at various events throughout the year, with a guaranteed presence at National Night Out.

3. Describe your plans for advertising and promoting your proposed activity/event/program:

Advertising is carried out by OPA, with Skamania EMS & Rescue sharing it on our social media platform.

4. Identify your top 5 sources of Revenue:

1. Property Tax	\$
2. Ambulance Service Fees	\$
3. Grants	\$
4. Private Donations	\$
5.	\$


5. Provide a detailed budget for your proposed activity/event/program:

\$2,250 Staff Overtime

6. Explain in detail which of the Opioid Approved Uses apply to your activity/event/program:

Prevention Programs, and more directly community outreach to discourage opioid use among youth, drug take back and secure lock box programs. When our staff is able to assist One Prevention Alliance in their community outreach events, it shows a connected effort to reach and assure the community there are resources and avenues to prevent opioid use.

7. Sign and date your application

	<small>Digitally signed by Ann Lueders DN: cn=Ann Lueders, o=Skamania EMS & Rescue, ou=Superintendent, email=annlueders@skamaniaems.com, c=US Date: 2024.10.13 12:06:05 -0700</small>	Ann Lueders	10/13/24
Signature		Printed Name	Date

You may attach additional information to help the Opioid Abatement Council evaluate your proposal.

If multiple activities/events/programs are planned, please submit a separate application for each activity.

The application was received on 10/13/2024 - HBP

The application was recommended in full by the OAC, on Oct 28, 2024 in the amount of \$2,250⁰⁰

The application was partially recommend by the OAC, on _____ in the amount of _____, with the following comments

Signature of OAC Chair/Vice Chair *Don L. Jensen*

Dated this _____ day of _____

Attest:

Board of Commissioners
Skamania County, Washington

Chairman

Commissioner

Clerk of the Board

Commissioner

Approved as to form only:

Skamania County Prosecuting Attorney

COMMISSIONER'S AGENDA ITEM COMMENTARY

SUBMITTED BY	<u>Finance</u>	<u>Heidi B Penner</u>
AGENDA DATE	<u>November 13, 2024</u>	
SUBJECT	<u>Opioid Funding Application from EMS</u>	
ACTION REQUESTED	<u>Approve Application</u>	

SUMMARY/BACKGROUND

The OAC met on Monday, October 28th to discuss an application received from EMS, requesting funding for Expanded Training for First Responders. The OAC determined the activity/event/program met the requirements of the required approved uses, and would like the BOCC to approve the funding for the activity/event/program.

FISCAL IMPACT

\$5,000 in opioid abatement funds

RECOMMENDATION

Approve the application for funding, then we can work on an inter-local agreement

LIST ATTACHMENTS

Opioid Abatement Council Application Form - Expanded Training for First Responders, Community - Skamania County EMS

Skamania County
Opioid Abatement Council
FUNDING APPLICATION FORM

Agency/Organization Information

Skamania EMS & Rescue

91-0892067

Agency/Organization

Federal Tax ID Number

Ann Lueders, Superintendent

Contact Name

PO BOX 338 Stevenson, WA 98648

Mailing Address

5094275065

annlueders@skamaniaems.com

Phone

Email

Amount requested \$ 5,000

Amount needed to fully fund activity/event/program \$ 5,000

Would you accept a reduced amount, if full funding isn't an option? Yes

Questions

You may type your answers below or attach a separate sheet. If you attach a separate sheet, please answer all of the below questions and number your answers to correspond to the below question numbers.

1. Activity/event/program name Expanded Training for First Responders, Community
2. Describe your activity/event/program you are requesting funding for:

Skamania EMS & Rescue will use funds to cover costs associated with providing training to first responders (EMS, fire, law enforcement, jail, dispatch) in effort to ensure quick action when opioid overdose is known/suspected and to increase responder safety. Funds will also help cover training provided to lay person community members through public education opportunity

3. Describe your plans for advertising and promoting your proposed activity/event/program:

Through collaborative communication to other EMS, fire and law agencies and through the on-going training program carried out by EMS we will reach first responders (non-public). Public education advertisement will be on our agency website and social media platforms.

4. Identify your top 5 sources of Revenue:

1. Property Tax Revenue	\$
2. Ambulance Service Billings	\$
3. Grants	\$
4. Private Donations	\$
5.	\$

5. Provide a detailed budget for your proposed activity/event/program:

\$3,500 Staff Costs

\$1,000 Training Supplies

\$ 500 Advertising (includes staff costs to develop and update web/social media adverts)

6. Explain in detail which of the Opioid Approved Uses apply to your activity/event/program:

Core Strategies include Naloxone or other FDA-approved drugs to reverse opioid overdose, and more particularly address expanding training for first responders, schools, community support groups and families. Skamania EMS and Rescue works with first responders across all public safety agencies (fire, law, schools, county public safety, etc.) in varying ways, to include basic first aid/cpr and now Naloxone training.

7. Sign and date your application



Digitally signed by Ann Lueders
DN: cn=Ann Lueders, o=Skamania EMS &
Rescue, ou=Superintendent,
email=annlueders@skamaniaems.com, c=US
Date: 2024.10.13 11:59:13 -0700

Ann Lueders

10/13/2024

Signature

Printed Name

Date

You may attach additional information to help the Opioid Abatement Council evaluate your proposal.

If multiple activities/events/programs are planned, please submit a separate application for each activity.

The application was received on 10/13/2024 - HBP

The application was recommended in full by the OAC, on Oct 28, 2024 in the amount of \$5,000⁰⁰

The application was partially recommend by the OAC, on _____ in the amount of _____, with the following comments

Signature of OAC Chair/Vice Chair *Dr. P. Jones*

Dated this _____ day of _____

Attest:

Board of Commissioners
Skamania County, Washington

Chairman

Commissioner

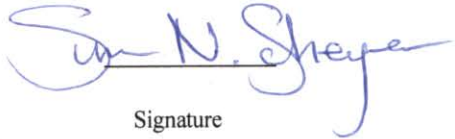
Clerk of the Board

Commissioner

Approved as to form only:

Skamania County Prosecuting Attorney

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	<u>Sheriff's Office</u>	
<u>AGENDA DATE</u>	Department <u>November 5th, 2024</u>	Signature
<u>SUBJECT</u>	<u>Investigations (IDI)</u>	
<u>ACTION REQUESTED</u>	Authorize the Sheriff's Office to contract IDI for investigation and background information.	

SUMMARY/BACKGROUND

We currently use Clear for investigations/background investigations at (\$284.50 per month) We want to switch to IDI for a better more through service at (\$140.00 per month) This will be a one year agreement, then subject to renewal on 12/01/2025

FISCAL IMPACT

Reduction in cost per month of (\$144.50)

RECOMMENDATION

By motion action, approve the agreement with IDI for investigation/background checks for one year starting 12/01/2024 to 12/01/2025 then subject to auto renewal or agreement.

LIST ATTACHMENTS

See attached list.

Copy of agreement.,

COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS

1. Contract Number _____

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

3. Contractor Information: Contractor: Interactive Data, LLC
Contact Yoel Bouza
Title: Law Enforcement / Government Division Rep
Address: 2650 N Military Trail, Suite 300
Address: Boca Raton, FL 33431
Phone: 561-486-3193

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

5. Term of Contract: 12/01/2024 From: To: 12/01/2025, subject to auto renewal

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: ^{278.56 - 2024} \$ \$140.00 per month - 2025
Amount Not Budgeted in Current Year \$ Source: _____
Total Non-County Funds Committed: \$ Source: _____
Total County Funds Committed: \$
TOTAL FUNDS COMMITTED: \$

8. County Contact Person: Name: Tracy Wyckoff
Title: Undersheriff

9. Department Approval: 
Department Head or Elected Official Signature

10. Special Comments: We currently use Clear for investigations/background investigations at (\$284.50 per month) We want to switch to IDI for a better more through service at (\$140.00 per month) This will be a one-year agreement, then subject to renewal on 12/01/2025

PRICING AMENDMENT # 1

This Pricing Amendment #1 (this "Amendment #1"), effective 12/01/2024, (the "Amendment #1 Effective Date"), is to the ID Application and Subscriber Agreement ("Agreement") incorporated by reference, by and between Interactive Data, LLC ("ID") and Skamania County Sheriff's Office ("Subscriber"), and is entered into as of the date signed by the last party below.

In consideration of the Parties' mutual promises, and other good and valuable consideration, ID and Subscriber desire to amend the Agreement and agree as follows:

- During the Term of the Agreement, Subscriber agrees to pay ID all applicable charges, plus any applicable governmental taxes, duties or other charges, for ID Services as set forth in Attachment A to this Amendment #1, incorporated herein by reference. ID shall invoice Subscriber on a monthly basis and Subscriber shall pay all applicable charges following receipt of the applicable invoice (i.e., due upon receipt). Any unpaid amounts thirty (30) days past due shall accrue interest at a rate of one and one half percent (1.5%) per month until paid. If Subscriber fails to make payment within thirty (30) days of receipt of applicable invoice at any time during the Term, Subscriber will be required to enroll in ID's auto payment program for the remainder of the Term using a valid payment method such as credit card or ACH.

Except as expressly amended herein, all of the terms and conditions of the Agreement, including any previous and/or additional amendments entered into by the Parties, shall continue in full force and effect. All terms not defined herein shall have the meaning ascribed to them in the Agreement. This Amendment #1 may be executed in any number of counterparts, all of which taken together shall constitute one in the same instrument, and any of the Parties hereto may execute this Amendment #1 by signing such counterpart in the original, or by electronic transmission (PDF). The Parties have caused this Amendment #1 to be executed by the duly authorized representatives of the Parties hereto.

All of the foregoing is accepted and agreed to by:

SUBSCRIBER:

Signature: 

Print Name: SUMMER N. SCHEJTER

Title: SHERIFF

Date: 10/24/2024

Interactive Data, LLC:

Signature: _____

Print Name: _____

Title: _____

Date: _____

Attachment A

Subscriber: Skamania County Sheriff's Office
Effective Date: 12/01/2024
Term: The term shall commence on the Amendment # <u>1</u> Effective Date and continue in effect for <u>12</u> months ("Initial Term"). Thereafter, this Amendment # <u>1</u> shall automatically renew for additional, successive <u>12</u> -month terms ("Additional Terms") unless written notice of intent not to renew is provided by one party to the other at least sixty (60) days prior to the expiration of the then current term (the Initial Term and the Additional Term(s), if any, individually and collectively the "Term").

Service: idiCORE – Flat Rate Plan (unlimited users)
Monthly Minimum: \$ 140.00
Monthly Included Transactions: 500
Included Transactions: <ul style="list-style-type: none">- All Searches and Reports (except as excluded below) available in idiCORE as of <u>10/24/24</u>. Additional Searches and/or Reports may be added in the future and may not be included in this pricing plan.
Excluded Searches and/or Reports: <ul style="list-style-type: none">- Social Media Search- Arrest Search (charged per each query, regardless of whether results are available for return)- Arrest Watch (charged monthly per each data subject monitored, regardless of whether results are available for return)
<ul style="list-style-type: none">- <i>Unused monthly transactions do not rollover</i>- <i>Overage Transactions are charged at \$0.28 per Transaction</i>- <i>Excluded Searches and/or Reports are charged at current list pricing</i>- <i>No hit, no fee (searches with zero results do not incur charges or count against monthly transactions)</i>

Account #: B154338

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

Aye _____
Nay _____
Abstain _____
Absent _____

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	<u>PUBLIC WORKS</u> Department	 Signature
<u>AGENDA DATE</u>	<u>November 12 , 2024</u>	
<u>SUBJECT</u>	<u>Washington State Parks Agreement No. IA 325-453, Snow Removal</u>	
<u>ACTION REQUESTED</u>	<u>Approval and Submittal of Agreement No. IA 325-453</u>	

SUMMARY/BACKGROUND

Skamania County has historically preformed snow plowing at the Wind River Area Sno-Parks. The County will perform maintenance by plowing snow on the Wind River Road lying north of the Fish Hatchery terminating a Lone Butte Sno-Park and for plowing snow at Government Mineral Springs, Koshko and McCellen Sno-Parks

FISCAL IMPACT

Washington State Parks and Recreation Commission agrees to reimburse Skamania County for the actual costs of preform such work and services up to the dollar amount specified.

RECOMMENDATION

That the Skamania County Board of Commissioners, by motion action, Approve and Sign the Skamania County Sno – Parks – Snow Removal Agreement No. IA 325-453

LIST ATTACHMENTS

- Two (2) Original Agreement No. IA 325-453
- Contract Face Sheet



INTERAGENCY AGREEMENT
Between
WASHINGTON STATE PARKS AND RECREATION COMMISSION
And
SKAMANIA COUNTY PUBLIC WORKS

AGREEMENT NO. IA 325-453

THIS AGREEMENT is made and entered into by and between the Washington State Parks and Recreation Commission, hereinafter referred to as "State Parks," and Skamania County Public Works hereinafter referred to as the "County".

This agreement is authorized to be entered into through Chapter 39.34 RCW, the Interlocal Cooperation Act.

IT IS THE PURPOSE OF THIS AGREEMENT to provide the professional expertise that does not exist within the limited staff availability of State Parks and that the County can perform on a mutually beneficial basis.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

The County shall furnish the necessary personnel, equipment, material, and/or services and otherwise do all things necessary for or incidental to the performance of the work set forth below:

Snow Removal on the Wind River Road lying north of the Fish Hatchery terminating at Lone Butte Sno-Park, and for plowing snow at Government Mineral Springs, Koshko and McClellan Meadows Sno-Parks.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on the date signed by State Parks, and be completed annually on March 31st, unless terminated sooner as provided herein. Agreement shall automatically expire on **April 30, 2029**, unless otherwise extended by amendment.

PAYMENT

Compensation for the work provided in accordance with this agreement has been established under the terms of RCW 39.34.130. The parties have estimated that the cost of accomplishing the work herein will not exceed **Twenty-Six Thousand Three Hundred Fifteen and No/100ths Dollars (\$26,315.00)**. beginning December 1, 2024, and ending March 31, 2025, unless extended by agreement of the parties hereto. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount prior to the commencement of any work which will cause the maximum payment to be exceeded. Any additional services provided by the County must have the prior written approval of the State Parks. For each ensuing winter season of the Agreement, a new Amendment will be provided showing the budget for each winter season (i.e., Amendment 1 will show the budget for the 2025-26 winter season, Amendment 2 will show the budget for the 2026-27 winter Season, etc.).

**Skamania County Public Works - Washington State Parks Winter Recreation Program
2024-2025 Winter Season Budget**

Compensation for services shall be based on the following rates and in accordance with the following terms:

- **Snow Removal on the Wind River Road lying north of the Fish Hatchery terminating at Lone Butte Sno-Park, and for plowing snow at Government Mineral Springs, Koshko and McClellan Meadows Sno-Parks (\$26,315.00 maximum; \$17,067.00 WR 16100, \$9,248 SM 16600).**

BILLING PROCEDURE

The County shall submit invoices no more often than monthly. Payment to the County for approved and completed work will be made by warrant or account transfer by State Parks within 30 days of receipt of the invoice. Upon expiration of the contract, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

RECORDS MAINTENANCE

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

Records and other documents, in any medium, furnished by one party to this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

RIGHTS IN DATA

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

INDEPENDENT CAPACITY

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

AGREEMENT ALTERATIONS AND AMENDMENTS

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

TERMINATION

Either party may terminate this Agreement upon 30 days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

INDEMNIFICATION

Each party shall be responsible for the actions and inactions of itself and its own officers, employees, and agents acting within the scope of their authority.

TERMINATION FOR CAUSE

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

DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

GOVERNANCE

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

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

- a. applicable state and federal statutes and rules;
- b. statement of work; and
- c. any other provisions of the agreement, including materials incorporated by reference.

ASSIGNMENT

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

WAIVER

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

SEVERABILITY

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

ALL WRITINGS CONTAINED HEREIN

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

PROJECT MANAGEMENT

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

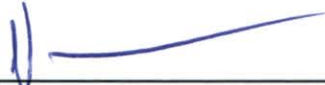
The Project Representative for County is: Tony Hegewald, Engineer Tech II, (509) 427-3924, tony@co.skamania.wa.us.

The Project Representative for State Parks is: Travis Larson, Program Specialist, (360) 791-6034, travis.larson@parks.wa.gov.

IN WITNESS WHEREOF, the parties have executed this Agreement.

SKAMANIA COUNTY PUBLIC WORKS

WASHINGTON STATE PARKS AND RECREATION COMMISSION

By: 

By: _____

Title: Public Works Director

Title: Manuel Iglesias, Contracts and Grants Program

Date: 11-12-24

Date: _____

Approved As To Form:
William Van Hook
Asst. Attorney General
02/20/07

Approved by WRAC 7/16/2010
Approved by SMAC 7/31/2010

**Operating Procedure 85-08
Snow Removal Updated:
April 6, 2010**

Purpose: To provide standards for snow removal from roads and parking areas.

Rationale: Consistent snow removal enables the public to safely access roads and parking areas while protecting the road and parking lot surfaces.

Issues:

- Removing snow to maintain safe public access over roads and parking areas during the winter recreation season requires flexibility, responsiveness and attention to detail.
- Being responsible to land owners to ensure preservation of roads and parking areas and the surrounding natural resources.
- Public complaints regarding the lack of or excessive snow removal on roads and parking areas.
- Extreme weather events may dictate the frequency and duration of snow removal activities.
- Funding levels may dictate the frequency and duration of snow removal activities.

Considerations:

- US Forest Service standards, Public Works Departments guidelines, WA Dept of Transportation criteria, or other land owners and/or operators experience.
- Road and parking area surfaces (paved/dirt/gravel).
- Amount and type of snow
- Operator equipment
- Funding
- Government agency plowing priority

Best Practices:

1. Equipment (may include but not limited to):
 - Dump truck with plow blade;
 - Dump truck with blower;
 - Front end loader with bucket converted to blade converted to blower;
 - Grader with blade;
 - Bulldozer.
2. Contractor/Equipment operator shall:
 - know land owner/public agency snow removal and storage standards/guidelines/policies/criteria (examples attached)

Approved by WRAC 7/16/2010
Approved by SMAC 7/31/2010

- know the capabilities and limitations of their equipment and themselves;
- be familiar with terrain, location of ditches and culverts, and limitations on snow removal;
- be involved in marking hazards and obstructions with land owner prior to season start;
- conduct snow removal operations at such times as to reduce encounters with recreational public;
- participate in areas trail/grooming council meetings;
- practice effective snow storage to ensure roads and parking areas remain at maximum capacity throughout the season;
- maintain sufficient equipment and backup equipment for uninterrupted service, including a backup operator;
- consult with various weather forecasting resources, land owners and local residents to determine plowing frequency and needs;
- remove fallen trees or branches in cooperation with land owners or volunteers;
- avoid striking or trapping parked motor vehicles;
- coordinate with grooming and sanitation contractors to facilitate services
- contact staff, land owners and/or area trail/grooming council to report snow removal issues and to seek assistance with problem resolution

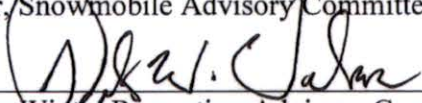
Advisory Committee Concurrence



Chair, Snowmobile Advisory Committee

08.05.2011

Date



Chair, Winter Recreation Advisory Committee

7/23/11

Date

Approved: 

Winter Recreation Program Manager

8/9/11

Date

SNOW REMOVAL STANDARDS

The Contractor shall be required to provide specified snow removal services at designated Sno-Parks on the National Forest, private lands and State lands.

STANDARDS

Equipment Standards:

- a) Equipment utilized shall be the type to undergo extensive loading stress due to deep snow and mountainous terrain. Equipment shall be of an approved type; e.g., 1-ton pick-up truck with blade, snow blower, front-end loader with dump truck or other pre-approved model.
- b) Snow removal equipment shall be outfitted with a closed, heated cab, a first aid and survival kit, rotating beacons or strobe lights with an accurate working hour meter, and shall have a blade or blower. Flares and other warning devices shall be carried in case of breakdown.

Operator Standards:

- a) The Contractor and equipment operator(s) must have a minimum of two years demonstrated experience in road and parking lot snow removal.
- b) Equipment shall be operated in a safe and prudent manner. The operator shall be courteous and considerate when dealing with the public. If the equipment must be left unattended, it shall be left in as safe a place as possible with regards to recreational users; the Agency and land owners must also be notified of unattended equipment. Flares and other warning devices shall be employed to warn users of hazards associated with unattended equipment.
- c) Equipment and operator must be available on an on-call basis with 2 hours advance notice (24 hours per day, 7 days per week).

Snow Removal Standards:

- a) The Contractor shall maintain roads with a minimum of two inches of snow remaining on the road surface so as not to damage the road surface. No snow removal shall occur unless there is a minimum of four to six inches of snow on the ground and snow is continuing to fall, or there have been successive two to three inch snowfalls and the depth of the snow in the parking area has reached four to six inches in depth. The Contractor is subject to no payment if unsatisfactory surfaces remain.
- b) The Contractor shall remove snow, ice, and debris from culverts and ditches so that the drainage system will function efficiently at all times. Banks shall not be undercut.

- c) Snow berms shall not be left on the road surface. Berms left on the shoulder of the road shall be removed and/or drainage holes shall be opened and maintained. Drainage holes shall be spaced as required to obtain satisfactory surface drainage without discharge on erodible fills.
- d) Work shall be performed in a manner to preserve and protect roads and roadside structures such as signs and culverts, to prevent erosion, and prevent damage to roads, streams and other Forest values. Road slopes shall not be undercut. Care shall be taken to ensure that gravel is not bladed off of road shoulders. Paved areas shall be plowed as clear as possible without damage to the paved surface. Snow removal standards shall be from ditch line to outside shoulder for the entire length. On two lane roads, snow removal must be sufficient to allow two vehicles to pass side by side. Work shall be performed in accordance with all landowner rules and regulations.

DUTIES

Snow Removal:

- a) Snow removal shall end by March 31 of each season unless snow conditions dictate otherwise. Any additional snow removal after March 31 is subject to mutual agreement by the Agency and Contractor and budgetary allowances of the Agency.
- b) Snow removal should be performed between the hours of 5 p.m. and 5 a.m. when the recreating public is least likely to be in the parking lot, or as directed by the Forest Service or landowner representative and/or Agency Representative.
- c) Arrangements for equipment parking may be approved by Forest Service representatives or landowners when not in use. Regardless of the location selected to park equipment, the Contractor will be responsible for the security of the equipment.

Signing under direction of the landowner:

- a) The Contractor shall install appropriate Sno-Park signs and replace signs that have been removed or vandalized. The Contractor shall request adequate quantities of such signs from the Agency and the Agency shall provide such signs at no cost to the Contractor.
- b) Signs such as; "No Parking - Turnaround Only", "Single Lane Road with Turnouts", and "No Turnaround Beyond This Point", and/or other warning signs shall be installed as necessary to maintain safe driving conditions for the public. These signs shall be installed and maintained at the Contractor's expense during the winter season.
- c) The Contractor shall provide, place and remove two (2) W21-3 ROAD MACHINERY AHEAD signs as described in the Manual on Uniform Traffic

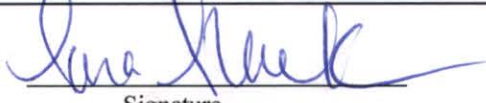
Control Devices for each shift equipment is working. Work may also include removal of snow slides, earth slides, and trees 24 inches in diameter or smaller that have fallen or may fall across the designated Sno-Park/s.

- d) The Contractor shall inform the Agency or the on the ground coordinator when signs have been removed or vandalized.

Payment:

- a) Payment shall be made on the basis of hours of snow removal service provided at the designated Sno-Parks. No payment shall be made for non-designated snow removal. Payment will be made only after proper documentation has been provided to State Parks.

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	<u>Human Resources</u> Department	 Signature
<u>AGENDA DATE</u>	November 13, 2024	
<u>SUBJECT</u>	<u>Request for Exception to Hiring Freeze-Civil Clerk Position</u>	
<u>ACTION REQUESTED</u>	<u>Please approve request to start advertising immediately with an effective date of 01.01.2025.</u>	

SUMMARY/BACKGROUND

In light of the unexpected departure of one of the Civil Clerks, I am submitting this request for an exception to the hiring freeze currently in place to fill the vacation position. This position plays a crucial role in the efficient operation of the Clerks department, and the absence of a Civil Clerk has already begun to impact the ability to provide timely and effective services to the public.

I understand the importance of adhering to the hiring freeze and budget constraints, but I believe that this exception is necessary to maintain the quality of service that our constituents expect and deserve. Therefore, I respectfully request that an exception be made to allow for the hiring of a replacement Civil Clerk effective January 1, 2025.

FISCAL IMPACT

No impact to current expense, position already budgeted for.

RECOMMENDATION

Grant exception to the hiring freeze to fill the vacant Deputy Clerk Civil Court Clerk I

Attachment: Deputy Clerk Civil Court Clerk I

SKAMANIA COUNTY

JOB DESCRIPTION

**TITLE: DEPUTY CLERK CIVIL
COURT CLERK I**

**FLSA STATUS: Non-Exempt
Approved: 10/97
Appealed: 1/20/99
Reclassified: 1/23/06
Revised: 1/10, 3122
Range: 17**

SUMMARY

This position is responsible for performing a variety of complex and specialized support for Superior Court records, case flow management and data entry of the court's judgments, orders, and decrees. This position uses sound judgement, conforms to adopted policies and procedures, solves problems, and archives results consistent with stated goals and objectives. This position will be responsible for direct assistance with litigants, judicial partners and other county personnel and outside agencies. The type of cases that are filed in the Clerk's office are felony, criminal, civil, domestic/family law, probate, guardianship, adoption/paternity, civil involuntary commitments, juvenile offender and juvenile dependency.

ESSENTIAL FUNCTIONS

Provides specialized support for the Clerk's Office, as a civil deputy clerk and to the Court in the form of courtroom clerk.

Provides essential information and assistance to litigants and other agency personnel through working knowledge and understanding of the laws, legal terminology, case processes specific to the Clerk's Office and superior Court operations.

Receipts all statutory fees fine assessments and processes legal submission by mail, e-mailing or in-person.

Must proficient in the use of multiple technology systems, in addition to standard office software.

Attends and manages court sessions involving domestic/family and civil action pending before the court.

Prepares court calendar for court and bar and enters all court dockets in preparation of pending court sessions.

Receives and processes all legal pleadings presented in a Superior Court cause of action. Processes legal pleadings involving record classification, assignment of case number computerized docketing and manual or electronic filing of hard copy records.

Maintains, retains and archives records in accordance with statutory time constraints and archival standards.

Files all legal pleadings that require service or notification to various agencies, departments, litigants involved with active proceedings.

Communicates with adjoining counties transferring case files or requesting assistance in filing with the Clerk

As the court's agent, the clerk collects statutory fees, fines, trust support funds, maintains a trust account for monies received, advises the clerk of court ordered disbursements of monies, bail return of trust funds for criminal, civil or to the Washington State Child Support Registry.

Directs the resolution of inquiries and problems. Responds to incoming calls, answers questions pertaining to individual cases or citations. Responds to the most sensitive or difficult inquiries, gives general information. Screens documents in accordance with established protocols and procedure.

Provides customer service, in person, by phone or by electronic means, to a wide variety of individuals, who maybe professionals or public. Tact and discretion are required when dealing with difficult personalities, awkward situations or when confidential records are in question.

Consults and collaborates with senior staff on required actions based on court order or other quasi-judicial duties and processes necessary.

Reviews, prepares and coordinates complex calendars for criminal, civil, domestic, probate, guardianship, dependency juvenile offender, adoption paternity, and mental illness cases before the court, whether represented by counsel or pro se.

Opens and maintains judgment records and processes judgment execution as prescribed by law, including writs and orders of sale. Files satisfactions of judgments for criminal and accepts satisfactions filed by the judgment creditor in civil cases.

Creates accounts receivable, utilizing current accounting technology and standards developed by State Auditor's Office and Administrative Office of the Courts.

Performs a significant amount of data entry and tracking from various sources requiring accuracy, consistency, good judgment, and attention to detail. Updates and maintains computer files including Statewide data bases, audit reports, image files and other programs with current data. Reviews records management procedures, makes recommendations, and implements improvements. Requires access to DIAS systems or DOL reporting requirements.

Identifies, and prepares for return or destruction of exhibits, unopened depositions, court reporter notes, or other court record media, in accordance with State Archives' records management guidelines, statutes and court rules. Prepares and sends required notices to parties. Prepares and presents orders for the court's signature and returns or destroys items as directed by the court.

Identifies, prepares, and sends clerk's notice of dismissal/closure, and presents corresponding orders to the court for signature. Develops process in accordance with case management guidelines, statues and court rules.

Receipts fines, restitution, and fees, utilizing current accounting systems and standards developed by the State Auditor's Office and Administrative Office of the Courts.

Distributes Court orders to outside agencies, by mail or fax or electronic means pursuant to statutes and court rules or court order. Assists in transmitting documentation to local criminal justice agencies and prosecutor's office.

Assists the public with the filing of various court orders. Schedules hearing dates and provides notification to the appropriate law enforcement agency for entry to system as directed by court order.

Responds to case file document requests and certifications, electronically, in person or by mail.

Opens, distributes and processes mail.

As an agent of the federal government, reviews and executes passport applications.

COURTROOM CLERK

Opens court for Judicial officer and provides direct assistance to the Superior Court Judge while serving as courtroom clerk. Attends all hearings, administers oaths and receives the verdict of a jury in any action or proceeding in the presence and under the direction of the court. Includes swearing in jury, witnesses, and polling of the jury.

Promotes public confidence in the courtroom by serving as courtroom clerk for all civil case types and juvenile dependency cases, and backup clerk for criminal and juvenile offender cases. Accurately writes and preserves minutes of courtroom proceedings, synopsising counsel's oral motions, arguments, rebuttals and the courts oral rulings in all judicial proceedings utilizing current courtroom technology to produce minutes and maintain the record.

Technical operation of Superior Court recording equipment related to the efficient operation of the court's calendar. Performs with independent judgement and limited supervision.

Marks exhibits for trail containing blood borne pathogens, drugs, firearms, or dangerous weapons. Manages hazardous materials, drug residue emissions and weapon security. Maintains custody and control of all trial exhibits, labels, logs, and secures all exhibits until released for disposal in accordance with statutes and records retention schedules of the State of Washington.

PERIPHERAL FUNCTIONS

On behalf of the Superior Court manages the jury, assists with response, scheduling and jury check-in during trail. Assists in operation of the Superior Courts courtroom recording system. Receipts payments for facilitator appointments, sale of pre-made packets containing state standard forms prepared by superior court administration, CD's and files trial setting notices and other orders of the Superior Court.

Serves as backup for Chief Deputy Clerk, and Criminal Deputy for all hearings and trails. Attends court hearings during active court sessions and non-court weeks and at the request of Superior

Court over the lunch hour.

Crossed trained to perform or assist in performing any and all of the duties and responsibilities of other divisions within the department.

Scans and docket historic records for permanent preservation.

Prepares the courtroom for trials and hearings.

Assists in jurors' response and jurors sign in for trial.

Serves as custodian of digital record of proceedings. Operates the Superior Courts equipment purchased, maintained by the Superior Court. And at the request of the court Administrator or Court assist in operation and troubleshooting of courtroom system I aid of Superior Court vendor scheduled maintenance, upgrade or use of polycom, video hearing and technology used for remote hearings.

Assists in the collection of legal financial obligations.

Performs other duties as assigned.

Alternates with the offices on the third floor to collect and deliver mail from the post office to allow the filing of Superior Court documents submitted by parties to meet required deadlines. Responds to inquiries for other departments with hours of operation or directs them for services during normal business hours.

KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of customer service skills, particularly when dealing with difficult customers.

Knowledge of the legal system and courtroom proceedings.

Knowledge of legal documents and legal terminology.

Knowledge of records and document management systems.

Skill in producing accurate and detailed work and data entry with constant interruptions.

Ability to provide professional, courteous, respectful and efficient customer service and maintain effective communication with the general public, clients, staff members, volunteers, and other departments and agencies under varying circumstances; and to calmly handle routine or emergency situations sometimes with diverse and or irate individuals.

Ability to interpret intent of and process complex judgments, orders, verdicts, bench warrants, decrees, foreclosures, and other documents as they are received for processing.

Ability to work with the public in a consistent, courteous and competent manner.

Ability to maintain a professional demeanor and appearance under stressful circumstances.

Ability to operate technical office equipment, including numerous computer systems and to implement new systems as required.

Ability to exercise independent judgment to achieve the most effective performance of all job assignments.

Ability to observe strict confidentiality.

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

Ability to maintain an effective and professional working relationship with a wide range of individuals and/or agencies.

LICENSES/CERTIFICATES

Must be 18 years of age or older and evidence of U.S. Citizenship must be verified.

Successfully complete within three months a U.S. Department of state official individual training transcript or training certification and renew annually.

Passport Application Acceptance Agent Course Certification by the U.S. Department of State.

Successfully pass within three months, the comprehensive mandatory Passport Application Acceptance Agent certification to administer execution of applications and to maintain recertification by continuing education on an annual basis.

Successfully pass a background check and/or screening by WSP to access the WATCH CJ for fingerprint search or name/date of birth searches and history record data compliance reporting.

EDUCATION AND EXPERIENCE

Three years of office experience with public service and/or records management knowledge. Experience in the legal field is preferred but not required or an equivalent combination of education and experience which provides the knowledge, skills, and abilities to perform the essential functions of the position.

WORKING CONDITIONS

Work is performed approximately 70% in an office environment and 30% in the courtroom. Work may be performed in volatile environments. Stress associated with competing priorities and strict timelines is a job element which must be successfully managed. Sitting very still for extended periods of time may be required with extensive computer usage.

Evening work is required during active criminal and civil jury trials.

Ability to hear disturbing or shocking testimony by victims or witnesses in criminal trials or personal, sensitive, or emotional statements by parties involved in the court system and maintain a professional composure while attending and recording case events.

Travel to training is required.

Confidentiality agreement is required.

PHYSICAL REQUIREMENTS

The duties of the above position require sitting, walking, stooping, bending, reaching, twisting, climbing stepladders and the ability to lift up to 35 pounds. Requires finger dexterity, sense of touch, gripping with fingers and hands; ability to see, hear voice conversation, and to speak.

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

It is the policy of Skamania County to not discriminate against any person with regard to race, color, national origin, sex, age, religion, physical/mental disability, creed, marital status, pregnancy and maternity, sexual orientation, gender identity, veteran status, guide dog or service animal and genetic information or any other protected status under federal or state statute.

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

Aye _____
Nay _____
Abstain _____
Absent _____