

SKAMANIA COUNTY BOARD OF COMMISSIONERS
Skamania County Courthouse
240 NW Vancouver Ave. Lower Level, Room 18
Stevenson, WA 98648
Agenda for June 23, 2020

Commissioner Meetings are open to public attendance with limited available seating, exercising social distancing. Seating will be on a first come first serve basis. If there is more attendance than seating, you will be asked to leave the Courthouse and phone in using ZOOM using the following numbers.

1 346 248 7799 US 1 312 626 6799 US
1 646 558 8656 US 1 669 900 9128 US
1 253 215 8782 US
1 301 715 8592 US

Meeting ID: 813 4248 1018

Join Zoom Meeting

- Audio only from your computer <https://us02web.zoom.us/j/81342481018>

WRITTEN PUBLIC COMMENTS ACCEPTED AND ENCOURAGED BY MONDAY PRECEDING THE MEETING AT NOON. If you wish written comments to be listed on the agenda, they need to be submitted to the Clerk of the Board by noon on Thursday preceding the Tuesday meeting, otherwise they will be held for the following Tuesday. slack@co.skamania.wa.us

Tuesday, June 23, 2020

9:30 AM Call to Order,
 Pledge of Allegiance

Public Comments - (3 minutes) – See message above regarding seating in the Commissioner’s Meeting Room

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. Liquor license renewal for Melchemy LLP
2. Cannabis license renewal for Kim Sue Grass Works and Custom Cultivators
3. Contract with Lueders Pyrotechnics, LLC for 4th of July Fireworks display at the Fairgrounds
4. Memorandum of Understanding partnering with the Skamania County Chamber of Commerce for 4th of July Firework celebration
5. Grant Agreement amendment with Washington State Department of Transportation 2019-2021 to add additional funding due to COVID-19
6. Contract with Washington Military Department for reimbursement for E911 Coordinator, professional development and operational expenses for the Skamania County 911 system
7. Set Public Hearing to consider approval of Ordinance 2020-05, An Ordinance Amending Skamania County Code Title 3 – Revenue and Finance, to include new Chapter 3.30 – Sales and Use Tax – Affordable and Supportive Housing

Voucher Approval
Payroll
WSU Extension Report
Meeting Updates

10:00 AM Department Head reports

11:00 AM Workshop with Financial Management Office, Elected Officials, and Department Heads to discuss county finances, including CARES/FEMA – If more time is needed a time will be set for Wednesday, June 24th to continue the discussion

Note: Agenda subject to change. Times listed are estimates only. The Commission reserves the right to move agenda items as needed and during the meeting, and may add and act on any item not included in the above agenda. Minutes are available at www.skamaniacounty.org on the Commissioners web page. If necessary, the Board may recess into executive session on scheduled meeting days.

SKAMANIA COUNTY BOARD OF COMMISSIONERS
Skamania County Courthouse
240 NW Vancouver Ave. Lower Level, Room 18
Stevenson, WA 98648
Agenda for June 23, 2020

(Continued)

a

11:30 AM Introduction of new Gifford Pinchot National Forest Supervisor, Eric Veach via ZOOM call

Lunch

1:30 PM Brownfield Update with Gabe Spencer, Assessor

2:30 PM Wind River Advisory Board Updates

3:30 PM Safety Committee Updates

4:00 PM Workshop to discuss County Comments on the Gorge Commission's Draft Update to Management Plan

5:30 PM Public Hearing to receive public comment and for final review and/or approval of 2020/2021 Title III projects for funding

_Adjourn

C091080-2

WASHINGTON STATE LIQUOR AND CANNABIS BOARD

DATE: 06/06/2020

LICENSED ESTABLISHMENTS IN UNINCORPORATED AREAS COUNTY OF SKAMANIA
(BY ZIP CODE) FOR EXPIRATION DATE OF 20200930

LICENSEE

BUSINESS NAME AND ADDRESS

LICENSE NUMBER

PRIVILEGES

1. MELCHERY LLP

MELCHERY
62 COUNTRY RD
CARSON

WA 98610 3379

423880

DOMESTIC WINERY < 250,000 LITERS
FARMER'S MARKET WINE SALES

C092080-2

WASHINGTON STATE LIQUOR AND CANNABIS BOARD
LICENSED ESTABLISHMENTS IN UNINCORPORATED AREAS COUNTY OF SKAMANIA
(BY ZIP CODE) FOR EXPIRATION DATE OF 20201130

DATE: 06/06/2020

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1 . KIM SUE GRASS WORKS LLC	KIM SUE GRASS WORKS 112 ELLIE WAY UNIT 1 WASHOUGAL WA 98671 0000	413073	NON-RETAIL PRIVILEGES MARIJUANA PROCESSOR
2 . CUSTOM CULTIVATORS LLC	CUSTOM CULTIVATORS 121 STEVES RD WASHOUGAL WA 98671 7257	427342	MARIJUANA PRODUCER TIER 2 MARIJUANA PROCESSOR

COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS

1. Contract Number _____

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

3. Contractor Information: Contractor: Lueders Pyrotechnics LLC
Contact Person: Ray Lueders
Title: Manager
Address: 11271 Wind River Hwy
Address: Carson, Wa 98610
Phone: 509-427-5985

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

5. Term of Contract: From: 7/4/20 To: 7-5-20

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

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

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

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


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

8. County Contact Person: Name: Alex Hays
Title: Manager of Cultural Events and Recreation

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

10. Special Comments: _____

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	Community Events	
	Department	Signature
<u>AGENDA DATE</u>	06-23-20	
<u>SUBJECT</u>	Contract – Lueders Pyrotechnics LLC	
<u>ACTION REQUESTED</u>	Approve contract	

SUMMARY/BACKGROUND

The Skamania County Chamber of Commerce is partnering with Skamania County to put on a 4th of July celebration. Lueders Pyrotechnics LLC was mutually selected to produce the display. Skamania County holds the contract for insurance purposes. The paperwork has been reviewed by the Risk Pool.

FISCAL IMPACT

Skamania County supplies the fairgrounds/barriers and insures the fireworks vendor. The Chamber of Commerce runs the event and pays all the vendors.

RECOMMENDATION

The Skamania County Board of Commissioners signs the contract

LIST ATTACHMENTS

- Facesheet
- Contract with Lueders Pyrotechnics LLC

Firework Display Agreement

This Agreement is entered into on the date set forth below by and between **Firework Vendor/Lueders Pyrotechnics LLC, DBA Crazy Rays Fireworks**, hereinafter referred to as "**Vendor**" and Skamania County hereinafter referred to as "**County**". For and in consideration of the covenants by and between the parties hereinafter set forth the parties do hereby agree as follows:

1. **Vendor** shall produce a firework display for the County, hereinafter referred to as "Display", at the Skamania County Fairgrounds, Stevenson WA, 98648. The Display shall be fired on July 4th, 2020 at approximately 10:00 PM. An alternate date, acceptable to both parties, shall be used if the original firing date and time stated above are canceled due to inclement weather.
2. **Vendor** shall produce the Display as a service to the County. **Vendor** shall provide the materials, equipment, and labor as required by law and/or outlined in **Attachment A**, for the successful completion of the Display. **Vendor** shall not subcontract any portion of this contract to third parties.
3. County agrees, at its own expense, to provide **Vendor** with a suitable site to stage the Display, which must be clear of any and all people, vehicles and/or structures, acceptable to **Vendor** and any local authority having jurisdiction, to accommodate the normal firing and fallout of debris from the Display. County shall allow sufficient time and access to **Vendor** prior to Display to safely set up the Display on site and ensure that all safety precautions are followed.
4. **County** agrees, to provide suitable barriers adequate to prevent any access to the Display site by members of the general public or persons not specifically approved by **Vendor**. Temporary barricades or fencing will be set up by the County with consultation of **Vendor**. To the extent allowed by law, any claim arising from injury to unauthorized persons or damages to property left in the Display area, arising out of the negligence of County are the sole responsibility of the County. To the extent allowed by law, County agrees to hold **Vendor** harmless from any such claim unless the **Vendor** does not follow any mandatory safety precautions provided in this agreement or Attachment thereto.
5. **Vendor** shall not fire the Display if the wind speed exceeds twenty miles per hour, or if for any other reason **Vendor** determines that firing the Display is unsafe due to weather or other conditions; if so instructed not to by any local authority having jurisdiction; or, if the unplanned proximity of people or property should enter the Display site in violation of any mandatory safety precautions in this agreement or attachment. **Vendor** shall attempt to fire the Display at such a time as conditions warrant a safe Display. There shall be no refund for effects not fired after arrival on Display site by **Vendor**, but services or materials purchased for event can be moved to a future agreed Display.
6. **The County** agrees to indemnify and hold harmless the **Vendor** and its respective employees, agents, and representatives, from and against any and all suits, claims, actions, losses, costs, penalties, damages, attorney's fees and all other costs of defense of whatever kind of nature arising out of injuries of or death of any and all persons or damage of or destruction of any property, the County's property, in any manner caused

by, resulting from, incident to, connected with or arising out of the **Vendor's** performance of its work, unless such injury, death or damage is caused by the sole gross negligence of the **Vendor**.

7. **County** shall have the option to cancel the Display at any time. If the **County** cancels 20 days or less from the display event date, then the Vendor will receive payment for 100% of the labor and supplies incurred at the time of the canceling. The **County** and the **Vendor** can arrange to use the firework supplies for future events if the Display date is canceled for any reason including inclement weather, burn bans, natural disasters, and government shutdowns. If the Vendor does not choose to produce future events for the County, then any supplies purchased for the use of the Display will be transferred to County for proper storage and used for future events.

8. **County** may elect to set a rainout or inclement weather Display date. This date must be established at the time of this Agreement being signed and agreed upon by **County** and **Vendor**.

9. This contract shall be governed by the laws of the State of Washington. It is agreed that any court of competent jurisdiction within Skamania County, Washington shall be proper venue for an action. Should such action be brought to enforce or interpret the terms or provisions of this Agreement, each party shall bear its own attorney fees and costs.

10. Nothing in this Agreement shall be construed as forming a partnership, joint venture, agency or any form of legal relationship, other than contractual, between **Vendor** and the **County**. Neither party shall be held responsible for any Agreements or obligations not expressly provided for herein and shall be severally responsible for their own separate debts and obligations.

11. County agrees that in the event **Vendor** breaches this Agreement or is otherwise negligent in performing the Display provided for herein, County shall not be entitled to recover monetary damages from **Vendor** beyond the amount County agreed to pay **Vendor** under this Agreement. County shall not, under any circumstances, be entitled to recover any consequential damages from **Vendor**. This Agreement shall be binding on the parties and on their heirs, executors, administrators, successors and assigns.

12. **Vendor** is a Washington company. The **Vendor's** federal ID number is:
4472494688

13. **Vendor** shall produce the Display for the sum of \$5,608

Attachment A: Pyrotechnic Guidelines for Skamania County Fairgrounds

Below are guidelines for pyrotechnic (firework display) companies/contractors ("Firework Display Vender") set forth by Skamania County for any Display occurring at the Skamania County Fairgrounds.

Fireworks Display Vendor will provide the following:

1. The firework vendor will be in possession of any necessary licenses required by and issued by the Washington State Patrol Fire Protection Bureau. It is understood that Displays that use only consumer grade fireworks do not require the Display Vender to obtain a permit from the Washington State Patrol.
2. The firework vendor will be in compliance with any requirements for public displays listed in RCW 70.77.
3. All employees of the Firework Display Vender will be 18 years of age or older. A list of employees will be provided to Skamania County prior to the event.
4. All fireworks will be set up and displayed in a manner that will ensure the least amount of fire danger.
5. No unauthorized individuals will be allowed in the area designated for the Firework Display Vender.
6. At least one dedicated employee/volunteer to man the fire hose provided by Skamania County.

Skamania County will provide the following:

1. A clear fire lane to the display launch site must be open and clear of obstruction
2. A charged firehose present at the display launch site.
3. A barrier to keep attendees a safe distance from the display launch site.
4. Provide a radio/cell phone number to the Fireworks Display Vendor in order that they can communicate any issues or needs that may arise 1-hour prior, during or 1-hour after the event.
5. Skamania County will apply for any permit required for the display from local permitting agency (Fire Marshall).
6. Fencing will be set back a minimum of 200 feet from all areas of the launch site that could reasonably be considered "accessible" to the public. This may include additional fencing for areas along waking paths, drive through and entry gates to/from the fairgrounds.
7. Vegetation along and within one hundred feet of the launch site will be mowed down within the week of the event.

Dated this ____ day of ____ 2020.

LUEDERS PYROTECHNIQICS LLC

RAY LUEDERS - MANAGER

ATTEST:

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

Robert Hamlin, Chairman

T.W. Lannen, Commissioner

Clerk of the Board

Richard Mahar, Commissioner

Approved as to form only:

Skamania County Prosecuting Attorney

Aye ____
Nay ____
Abstain ____
Absent ____

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	Community Events	
	Department	Signature
<u>AGENDA DATE</u>	06-23-20	
<u>SUBJECT</u>	MOU Chamber of Commerce	
<u>ACTION REQUESTED</u>	Motion to approve MOU	

SUMMARY/BACKGROUND

The Skamania County Chamber of Commerce is partnering with Skamania County to put on a 4th of July celebration. The MOU outlines our cooperative efforts to hold an event such as this.

FISCAL IMPACT

Skamania County supplies the fairgrounds/barriers and insures the fireworks vendor. The Chamber of Commerce runs the event and pays all the vendors.

RECOMMENDATION

The Skamania County Board of Commissioners signs the MOU

LIST ATTACHMENTS

Facesheet

MOU with the Skamania County Chamber of Commerce

**MEMORANDUM OF UNDERSTANDING
BETWEEN SKAMANIA COUNTY AND THE SKAMANIA COUNTY CHAMBER OF
COMMERCE**

1. **Parties.** This Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into by and between Skamania County (“County”; PO Box 369, Stevenson, WA 98648), and the Skamania County Chamber of Commerce (“Chamber”; PO Box 1037, Stevenson, WA 98648).

2. **Purpose.** The purpose of this MOU is to establish the terms and conditions regarding the operation, safety and procurement of the annual 4th of July firework display. This event is held on the Skamania County Fairgrounds, at 750 SW Rock Creek Drive, Stevenson, WA 98648

3. **Term of MOU.** This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and the governing bodies of the parties’ respective counties or municipalities and shall remain in full force and effect for not longer than one year. This MOU may be terminated, without cause, by either party 30 days written notice, which notice shall be delivered by hand or by certified mail to the address listed above.

4. **Responsibilities of County.**

1. Provide the event site at the Skamania County Fairgrounds.
2. Set up trash receptacles
3. Provide liability insurance through Skamania County’s membership in the Washington County’s Risk Pool for contracted firework technicians.
5. Contract directly with vender/contractor to produce firework display.

5. **Responsibilities of Chamber**

1. Will pay \$5,608 directly to the vendor selected by Skamania County

6. **General Provisions**

A. **Amendments.** Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

B. Applicable Law. The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Washington. The courts of the State of Washington shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the jurisdiction of Skamania County, Washington State.

C. Entirety of Agreement. This MOU, consisting of 3, pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

D. Severability. Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

E. Sovereign Immunity. The Chamber and County and their respective governing bodies do not waive their sovereign immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

F. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

7. **Signatures.** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page. Dated this _____ day of _____, 2020

Skamania County Chamber of Commerce



Angie Waiss
Executive Director

Board of Skamania County Commissioners

Robert Hamlin, Chair
Commissioner District 3

Debbie Slack
Clerk of the Board

Richard Mahar
Commissioner District 1

Adam Kick
Prosecuting Attorney

Tom Lannen
Commissioner District 2

Attest:

Nay_____

Aye_____

Absent_____

COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS

- 1. Contract Number: E21-035

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

- 3. Contractor Information: Contractor: WA Military Dept.
 Contact Person: Dalton Gamboa
 Title: Contract Officer
 Address: 1 Militia Drive/ MS:TA-20
 Address: Camp Murray, WA 98430-5092
 Phone: 253-512-7481

- 4. Brief description of purpose of the contract and County’s contracted duties:
5. Reimbursement for E911 coordinator professional development and operational expenses for the Skamania County PSAP.

- 6. Term of Contract: From: July 1, 2020 To: August 15th, 2021


- 7. Contract Award Process: (Check appropriate box)
 General Purchase of materials, equipment or supplies - RCW 36.32.245 & 39.04.190
 - Exempt (Purchase is \$2,500 or less upon order of the Board of Commissioners
 - Informal Bid Process (Formal Quotes between \$2,500 and \$25,000)
 - Formal Sealed Bid Process (Purchase is over \$25,000)
 - This contract was awarded under RCW _____ or Skamania County Code _____
Please provide a summary of the competitive process by which this contract was awarded
Or the exemption and why it applies.

 - _____ Exempt - The Sheriff’s Office provides the service.

- Public Works Construction & Improvements Projects – RCW 36.32.250 & 39.04.155 (Public Works, B&G, Capital Improvements Only)
 - Small Works Roster (PW projects up to \$200,000)
 - Exempt (PW projects less than \$10,000 upon order of the Board of Commissioners)


- 8. Budget Committed in Current Year: \$514,206.00
 Amount Not Budgeted in Current Year \$ Source:
 Total Non-County Funds Committed: \$514,206.00 Source: Military Dept
 Total County Funds Committed: \$
 TOTAL FUNDS COMMITTED: \$514,206.00

- 9. County Contact Person: Name: David Brown
 Title: Sheriff

- 10. Department Approval: 
 Department Head or Elected Official Signature

- 11. Special Comments: _____

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	Skamania County Sheriff	
	Department	Signature
<u>AGENDA DATE</u>	<u>June 23, 2020</u>	
<u>SUBJECT</u>	E911 CONTRACT E21-035	
<u>ACTION REQUESTED</u>	<u>Authorize contract</u>	

SUMMARY/BACKGROUND

Eligible E911 Wireline & Wireless costs that are reimbursable by the Military Dept.

FISCAL IMPACT

\$514,206.00 reimbursements for coordinator professional development & operational Expenses of our 911 system

RECOMMENDATION

Authorize contract (2 Copies)

LIST ATTACHMENTS


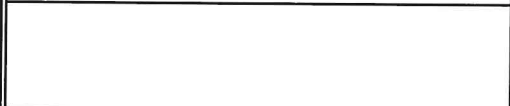

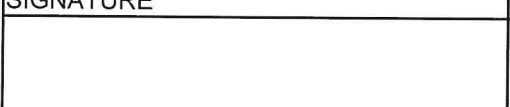
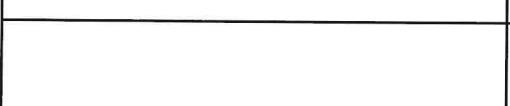

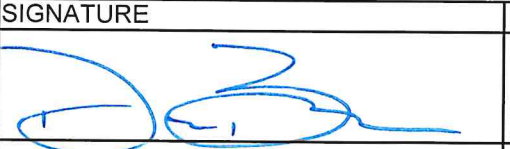
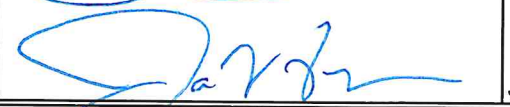
Copy of contract x 2

County face sheet

Signature authorization form

SIGNATURE AUTHORIZATION FORM
WASHINGTON STATE MILITARY DEPARTMENT
 CAMP MURRAY, WASHINGTON 98430-5122
 NEW FORM WILL REPLACE PREVIOUS FORMS

NAME OF ORGANIZATION SKAMANIA COUNTY	DATE SUBMITTED 6/10/2020
PROJECT DESCRIPTION FY21 SECO County Basic Service Operations (BSO) Contract	CONTRACT NUMBER E21-035

1. AUTHORIZING AUTHORITY		
SIGNATURE	PRINT OR TYPE NAME	TITLE/TERM OF OFFICE
	Bob Hamlin	Commissioner 2019-2022
	Tom Lannen	Commissioner 2017-2020
	Richard Mahar	Commissioner 2017-2020
2. AUTHORIZED TO SIGN CONTRACTS/CONTRACT AMENDMENTS		
SIGNATURE	PRINT OR TYPE NAME	TITLE/TERM OF OFFICE
	Bob Hamlin	Commissioner 2019-2022
	Tom Lannen	Commissioner 2017-2020
	Richard Mahar	Commissioner 2017-2020
3. AUTHORIZED TO SIGN REQUESTS FOR REIMBURSEMENT (A-19)		
SIGNATURE	PRINT OR TYPE NAME	TITLE/TERM OF OFFICE
	David Brown	Sheriff 2019-2022
	Jason Fritz	Chief Civil Deputy / 911 Coordinator

Please complete form with any new contract or any time personnel changes.
 Submit one original to State E911 Office

EXECUTED on the day and year first written below.

SKAMANIA COUNTY SHERIFF

BOARD OF COUNTY
COMMISSIONERS, Skamania Co., WA



David S. Brown, Sheriff

Date: 6-11-20

Chairman

Commissioner

Commissioner

Approved as to form:

ATTEST:

Prosecuting Attorney

Clerk to the Board

Address for Notice:

David S. Brown, Sheriff
Skamania County Sheriff's Office
Post Office Box 790
Stevenson, WA 98648

SECO COUNTY Basic Service Operating (BSO) Contract SFY2021

CONTRACT FACE SHEET

1. Contractor Name and Address: Skamania County Agency (COUNTY) Post Office Box 790 Stevenson, Washington 98250		2. Contract Amount: \$ 514,206	3. Contract Number E21-035
4. Contractor's Contact Person, phone number: Jason Fritz/509.427.9490 ext 2012 jasonf@co.skamania.wa.us		5. Contract Start Date July 1, 2020	6. Contract End Date August 15, 2021
7. MD E911 Financial Coordinator/phone number: Teresa Lewis/253.512.7481 teresa.lewis@mil.wa.gov		8. Data Universal Numbering System (DUNS #): 017330861	9. UBI # (state revenue): 301-000-403
10. Funding Authority: Washington State Military Department and State Enhanced 911 Funds			
11. Funding Source Agreement #: RCW 38.52.510, .540, .545 WAC Chapter 118-66		12. Program Index# & Obj/SubObj: 7928A, 79281 and 79283 NZ	13. CFDA # & Title: NA
14. TIN or SSN: 91-6001363			
15. Service Districts: (BY LEGISLATIVE DIST): 14th (BY CONGRESSIONAL DIST): 3rd		16. Service Area by County(ies): Skamania	17. Women/Minority-Owned, State Certified? <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NO <input type="checkbox"/> YES, OMWBE #
18. Contract Classification: <input type="checkbox"/> Personal Services <input type="checkbox"/> Client Services <input checked="" type="checkbox"/> Public/Local Gov't <input type="checkbox"/> Collaborative Research <input type="checkbox"/> A/E <input type="checkbox"/> Other		19. Contract Type (check all that apply): <input checked="" type="checkbox"/> Contract <input type="checkbox"/> Grant <input type="checkbox"/> Agreement <input type="checkbox"/> Intergovernmental (RCW 39.34) <input type="checkbox"/> Interagency	
20. Contractor Selection Process: <input checked="" type="checkbox"/> "To all who apply & qualify" <input type="checkbox"/> Competitive Bidding <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E RCW <input type="checkbox"/> N/A <input type="checkbox"/> Advertised? <input type="checkbox"/> YES <input type="checkbox"/> NO		21. Contractor Type (check all that apply): <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> For-Profit <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> Non-Profit <input type="checkbox"/> VENDOR <input type="checkbox"/> SUBRECIPIENT <input checked="" type="checkbox"/> OTHER	
22. BRIEF DESCRIPTION: This is a reimbursement contract per WAC 118-66-050 and the Washington State Military Department (DEPARTMENT) State E911 Coordination Office (SECO) policies, which are incorporated by reference. Reimbursement amounts are detailed in the attached Budget Sheet (Attachment E)			
IN WITNESS WHEREOF , the DEPARTMENT and COUNTY (Parties) have executed this Contract on the day and year last specified below. This Contract Face Sheet, Special Terms and Conditions (Attachment A), General Terms & Conditions (Attachment B), Statement of Work (Attachment C), SECO Contract Reimbursement Schedule (Attachment D), Budget Sheet (Attachment E), and the Equipment Maintenance Certification Log (Attachment F), govern the rights and obligations of the Parties to this Contract.			
In the event of an inconsistency in this contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: <ul style="list-style-type: none"> (a) Applicable Federal and State Statutes and Regulations (b) Statement of Work (c) Special Terms and Conditions (d) General Terms and Conditions, if attached, and (e) any other provisions of the contract incorporated by reference. This contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind any of the Parties hereto.			
WHEREAS, the Parties hereto have executed this contract on the day and year last specified below.			
FOR THE DEPARTMENT:		FOR THE COUNTY:	
_____ Signature Regan Anne Hesse, Chief Financial Officer Washington State Military Department		_____ Signature Bob Hamlin, Chair Skamania County Board of Commissioners	
_____ Date		_____ Date	

SPECIAL TERMS AND CONDITIONS

I. INTRODUCTION:

The DEPARTMENT, through the SECO, coordinates and facilitates the implementation and operation of 911 emergency communications throughout the state. It is authorized to enter into agreements for statewide services and to reimburse the COUNTY for eligible expenses from appropriated excise tax revenue retained in the state E911 account.

II. KEY PERSONNEL:

The individuals listed below shall be considered Key Personnel; however, either party may designate a substitute by advance written notification to the other party.

COUNTY:

DEPARTMENT:

Name:	Jason Fritz	Name:	Teresa Lewis
Title:	Chief Civil Deputy	Title:	SECO E911 County Assistance Program Manager
E-Mail:	jasonf@co.skamania.wa.us	E-Mail:	teresa.lewis@mil.wa.gov
Phone:	509.427.9490 ext 2012	Phone:	253.512.7481

III. ADMINISTRATIVE REQUIREMENTS:

The Parties shall use the following to determine allowable cost principles: State Office of Financial Management (OFM) Regulations-State Administrative and Accounting Manual (SAAM) and the Local Government Budget and Accounting Reporting System (BARS).

IV. ELIGIBLE EXPENSES AND PRIORITIES ESTABLISHED BY THE LEGISLATURE:

Priorities for expenditure of state E911 funds have been established by both the state legislature and the DEPARTMENT:

- A. RCW 38.52.540(1) provides that funds from the state E911 account should be "used only to support the statewide coordination and management of the enhanced 911 system, for the implementation of wireless enhanced 911 statewide, for the modernization of enhanced 911 emergency communications systems statewide, and to help supplement, within available funds, the operational costs of the system, including adequate funding of counties to enable implementation of wireless enhanced 911 service and reimbursement of radio communications service companies for costs incurred in providing wireless enhanced 911 service pursuant to negotiated contracts between the counties or their agents and the radio communications service companies";
- B. RCW 38.52.540(3) provides that the State E911 Coordinator is "authorized to enter into statewide agreements to improve the efficiency of enhanced 911 services for all counties and shall specify by rule the additional purposes for which moneys, if available, may be expended from this account";
- C. RCW 38.52.545 provides that "In specifying rules defining the purposes for which available state enhanced 911 may be expended, the state enhanced 911 coordinator, with the advice and assistance of the enhanced 911 advisory committee, must consider base needs of individual counties for specific assistance. Priorities for available enhanced 911 funding are as follows: (1) To assure that 911 dialing is operational statewide; (2) To assist counties as necessary to assure that they can achieve a basic service level for 911 operations; and (3) To assist counties as practicable to acquire items of a capital nature appropriate to modernize 911 systems and increase 911 effectiveness";
- D. WAC 118-66-020 reiterates the E911 funding purposes and priorities established by the legislature;
- E. WAC 118-66-040 describes COUNTY eligibility for funding; and
- F. WAC 118-66-050 lists expenses that "may be eligible for reimbursement based on a reasonable prioritization by the state E911 coordinator" and "in accordance with the purposes and priorities established by statute and regulation".

V. THE PARTIES AGREE THAT THE FOLLOWING ELIGIBLE EXPENSES AND PRIORITIES ARE ESTABLISHED IN CONTRACT:

- A. Consistent with the statutes and regulations cited, this contract allows reimbursement solely for certain approved eligible expenses described in WAC 118-66-050 incurred by the COUNTY, in

support of 911 calls originating in the county, including eligible expenses in the following prioritization: (1) 911 statewide dialing, (2) 911 basic service, and (3) capital items. This contract contains two categories of eligible expenses: Statewide Services and Basic Service Operating as described below:

1. Statewide services benefit all counties and do not require local revenue to be expended prior to reimbursement through county contracts. Statewide services reimbursed through this contract include:
 - a. Coordinator Professional Development (CPD) including travel expenses for attending the following: Advisory Committee meetings, Advisory Committee Subcommittee meetings, two Coordinator Forums, the APCO State Conference, State Supported training, and National Conference attendance;
 - b. Reimbursement of selected Public Education expenses, selected 911 Salaries, benefits, and training;
 - c. 911 Call Receiver training; pre-approved NG911 modernization expenses and interpretative services;
 - d. Connection to the Emergency Services Internet Protocol Network (ESINet).
 - i. Payment for ESINet services and the originating network trunking, are contingent upon available funding, only for eligible approved expenses identified in RCW 38.52.545 and WAC 118-66-050.
 - ii. To receive ESINet services, the county must enter into, and require all staff for all PSAPs operated within the county, a non-disclosure agreement with SECO for confidential information.
 - iii. In the advent of the unavailability or loss of state funding, responsibility for the continued operation of the statewide 911 network, and all related costs, including the ESINet, will be transferred to the individual counties, on a pro rata basis.
 2. Basic Service Operating expenses are only reimbursed pursuant to this contract. Basic Service Operating expenses consist of statewide dialing, basic service, and capital items listed in WAC 118-66-050 and defined in the SECO Policies and set out in Section VII B of this contract. Basic Service Operating funding is only available when the COUNTY has:
 - a. Imposed the maximum county enhanced 911 tax allowed under RCW 82.14B.030(1) and RCW 82.14B.030(2);
 - b. Expended its local revenue on eligible E911 expenses and needs additional reimbursement assistance to meet its eligible basic service operating expenses.
 - c. Eligible enhanced 911 expenses as described in WAC 118-66.
 - d. A 911 system that is completely enhanced for wireline and wireless E911 services.
- B. Expenses.
1. General Reimbursement Requirements for the COUNTY:
 - a. Contingent upon available funding, reimbursement will be made only for eligible approved expenses identified in RCW 38.52.545 and WAC 118-66-050;
 - b. Approved eligible expenses will be reimbursed at amounts not to exceed limits established in SECO Policy, see Section VII D of this contract;
 - c. In the event funding will not cover all contract eligible amounts, individual line items will be funded in full or not at all;
 - d. Funding is for use in the primary Public Safety Answering Points (PSAP) only, unless otherwise specified in applicable DEPARTMENT policy, see Section VII D of this contract;
 2. Ineligible Items:

Expenses not listed in WAC 118-66-050 (1), (2), and /or (3) and not directly associated with the operation of the 911 System are not eligible for state financial assistance or reimbursement under this contract.
 3. Expense Documentation and Approval:
 - a. COUNTY must submit documentation of eligible expenses to the DEPARTMENT; including identification of vendor, warrant number, date, and applicable 911 eligible expense categorization as set out in Section VII E below;
 - b. COUNTY must submit eligible Monthly Expense Reports and/or requests for reimbursement, so they are received by the DEPARTMENT by the last day following the month in which

payment was made, including additional hard copy documentation required by an "Action Plan" due to audit findings;

- c. Expenses contained in Monthly Expense Reports not submitted by the last day following payment, including additional hard copy documentation as required by "Action Plans", will not be reimbursed.
- d. Monthly Expense Reports will be processed in the order received by the DEPARTMENT;
- e. The DEPARTMENT may request additional documentation and/or information from COUNTY pertaining to reimbursement requests, and any delay in providing the requested information may result in delay in reimbursement or reduced reimbursement;
- f. All approved training expenses must be submitted as a whole after the training with the exception of conference registration fee, which may be submitted for reimbursement in advance.
- g. Training expenses are exempt from the 30-day submittal requirement but must be submitted for reimbursement within 90 days of the actual training.
- h. Prior to purchasing or leasing any equipment or software, the COUNTY must submit a written quote to the DEPARTMENT for review and approval. Without prior written approval, the purchase or lease will not be eligible for reimbursement by the DEPARTMENT.

VI. PERFORMANCE PERIOD AND PAYMENT:

Payment by the DEPARTMENT to the COUNTY shall only be made as reimbursement for eligible expenses approved by the DEPARTMENT and incurred between **July 1, 2020** and **June 30, 2021**, which is also known as the performance period. Work started prior to July 1, 2020 and/or not completed by June 30, 2021 will be considered outside the performance period and therefore not eligible for reimbursement. The COUNTY shall not request payment in anticipation of expenditures not yet incurred.

VII. THE COUNTY AGREES TO:

- A. **Local Funding:** The COUNTY warrants that it has authorized collection of the local E911 excise tax authorized under RCW 82.14B.030(1), RCW 82.14B.030(2) and/or RCW 82.14B.030(3) and that these funds are being used for wireline and/or wireless eligible expenses listed in WAC 118-66 to operate the 911 system in the county. Consistent with RCW 38.52.540(2), the COUNTY will not request, receive or expend funds under this contract for wireline and wireless eligible expenses if it has not imposed the maximum county E911 tax allowed under RCW 82.14B.030(1) for switched access lines, and will not request, receive or expend funds under this contract for wireless eligible expenses if it has not imposed the maximum county E911 tax allowed under RCW 82.14B.030(2) for radio access lines.
- B. **Use of Funding:** The COUNTY warrants that the funds provided by the DEPARTMENT as described in the Budget Sheet (Attachment E), shall be used by the COUNTY solely for reimbursement of those approved incurred eligible expenses as described in WAC 118-66-050 and the SECO policies incorporated herein that are necessary to operate 911 countywide. Reimbursement shall be made consistent with SECO policies, as set out in Section VII D of this contract, for approved expenses described in WAC 118-66 that are incurred between **July 1, 2020** and **June 30, 2021**.
- C. **Consolidation:** If the COUNTY receives funds under this contract in support of a consolidated Primary Public Safety Answering Point (PSAP), the COUNTY warrants to maintain and operate the consolidated PSAP for three (3) years from the date of the consolidation and thereafter for the life of this contract. Failure to comply with this requirement requires the COUNTY to repay all funds and will result in a recapture of funds as provided in the General Terms and Conditions. For purposes of this contract, a consolidated PSAP is one operated by or on behalf of the COUNTY as the primary PSAP for all operations of 911 call-taking and call transfer in that county. The consolidated PSAP may also be engaged in, pursuant to interlocal agreement, the dispatching of public safety resources serving several jurisdictions. A primary PSAP is one that initially answers all 911 calls within the county.
- D. **SECO Policies:** The COUNTY agrees to abide by all of the following SECO Policies, as written and/or amended, available at [SECO Policies Link](#) and incorporated by reference:
 - SECO County Contract Policy (PDF)
 - SECO Public Education Policy (PDF)

- SECO Statewide Services Support Policy (PDF)
- SECO Salaries and Benefits Summary (PDF)

E. **Reimbursement Requests and Reporting Requirements:** Not more often than monthly, the COUNTY shall submit invoice vouchers (Form A-19) to the DEPARTMENT requesting reimbursement for expenses. The COUNTY agrees to use forms and/or systems provided by the DEPARTMENT for necessary reports.

In addition to any reports as may be required elsewhere in this contract, the COUNTY shall prepare and submit the following reports to the DEPARTMENT's Key Personnel:

<u>Financial Reports</u>	<u>#/Copies</u>	<u>Completion Date</u>
Monthly Expense Reports	1	No later than the last day following the end of the month
Local Travel Policy/Procedures	1	30 days after signatures on this contract and then annually.
3rd Quarter Review	1	March 31, of each year
Training Certification(s)	1	June 30, of each year
Final Reimbursement Request	1	July 31, 2021

All contract work must not start prior to July 1, 2020 and must be delivered, installed/completed and accepted by June 30, 2021; although certain reports may be submitted by July 31, 2021 as described above. Final billing not received by July 31, 2021, may not be processed.

F. **Attendance Obligations:** The COUNTY agrees to send the designated 911 personnel to the following events:

- Advisory Committee Meetings: The COUNTY agrees to send the 911 County Coordinator or designee to as many of the Advisory Committee meetings as possible each year, but no less than three-quarters of the scheduled Advisory Committee meetings per contract period; and
- Coordinator Forums & APCO State Conference: The COUNTY agrees to send the 911 County Coordinator or designee and additional appropriate 911 representatives to the Spring and Summer Coordinator Forums and to the Fall APCO State - Conference of each contract period; and
- Public Education Training: The COUNTY agrees to send the 911 Public Education Coordinator or appropriate 911 representative to attend the Public Education Forum or a public education class per contract period and participate in half of the scheduled Public Education Subcommittee meetings; and
- Training Coordinator: The COUNTY agrees to send the 911 Training Coordinator, or appropriate 911 representative to attend the Training Forum or a training class per contract period, and participate in half of the scheduled Training Subcommittee meetings, in accordance with the Statement of Work (Attachment C).

G. **Reallocation of Funds:** The COUNTY is allowed to reallocate funds within the coordinator professional development and basic service operating categories as needed. Budget categories are as specified or defined on the budget sheet of the contract. Any changes to budget categories other than in compliance with this paragraph will not be reimbursed.

H. **Compliance with Law:** The COUNTY will comply with all state and federal laws applicable to counties.

VIII. CONDITIONED UPON COUNTY'S FULFILLMENT OF ITS OBLIGATIONS ABOVE THE DEPARTMENT AGREES TO THE FOLLOWING:

- Within thirty (30) days of receipt and approval of signed, dated invoice vouchers (state form A-19), satisfactory completion of tasks, and documentation of costs, reimburse the COUNTY up to the maximum of **\$514,206**, or actual cost, whichever is lower, pursuant to the schedule set out in the SECO Contract Reimbursement Schedule (Attachment D) and as authorized by this Contract and WAC 118-66.
- If a question arises about the requested reimbursement, the COUNTY will be notified via e-mail and/or telephone call and will have five (5) working days to provide the requested information. If information satisfactory to the DEPARTMENT has not been provided within that time, the expense in

question will be subtracted and the balance of approved eligible incurred expenses will be processed for reimbursement.

C. Within available funds, to provide ESINet services to the COUNTY.

GENERAL TERMS & CONDITIONS

- 1) **DEFINITIONS:** As used throughout this contract the following terms shall have the meanings set forth below:
 - a. "DEPARTMENT" shall mean the Washington State Military DEPARTMENT (WMD), or any of the officers or other officers lawfully representing that DEPARTMENT and includes the State E911 Coordination Office (SECO).
 - b. "COUNTY" shall mean the Parties performing services under this contract or grant. It shall include any subcontractor retained by the COUNTY as permitted under the terms of this contract.
 - c. "Subcontractor" shall mean one, not in the employment of the COUNTY, who is performing all or part of those services under this contract under a separate contract with the COUNTY. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.
 - d. "PSAP" means Public Safety Answering Point as defined in WAC 118-66.
 - e. "WAC" is defined and used herein to mean the Washington Administrative Code.
 - f. "RCW" is defined and used herein to mean the Revised Code of Washington.
- 2) **ACCESS TO PUBLIC RECORDS:**
 - a. The Parties acknowledge that the DEPARTMENT is subject to RCW 42.56, the Public Records Act, and that records prepared, owned, used or retained by the DEPARTMENT relating to the conduct of government or the performance of any governmental or proprietary function are available for public inspection or copying, except as exempt under RCW 42.56 or other statute which exempts or prohibits disclosure of specific information or records.
 - b. The COUNTY shall provide access to data generated under this Contract to the DEPARTMENT and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the COUNTY'S reports, including computer models and methodology for those models.
 - c. Access to Data - State law prohibits state agencies from entering into agreements when the contractor could charge additional costs to the agency, the Joint Legislative Audit and Review Committee, or the Office of the State Auditor for access to data generated under the Contract, thus all such data will be provided at no additional expense. For the purposes of this requirement, "data" includes all information that supports the findings, conclusions and recommendations of the contractor's reports, including computer models and methodology for those models.
- 3) **ADVANCE PAYMENTS PROHIBITED:** No payments in advance or in anticipation of services or supplies to be provided under this Contract shall be made by the DEPARTMENT.
- 4) **AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336,** 42 U.S.C. 12101 et seq. (also referred to as the "ADA") and its implementing regulations at 28 CFR Part 35. The COUNTY must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunication.
- 5) **ATTORNEY'S FEES:** Except as provided in the section entitled "Recapture Provisions", in the event of litigation or other action brought to enforce the terms of this Contract or alternate dispute resolution process, each party agrees to bear its own attorney's fees and costs.
- 6) **COMPLIANCE WITH APPLICABLE STATUTES, RULES AND DEPARTMENT POLICIES:** The COUNTY shall comply with, and the DEPARTMENT is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, executive orders, and/or policies. This obligation includes, but is not limited to, nondiscrimination laws and/or policies; the ADA; Ethics in Public Service (RCW 42.52); Covenant Against Contingent Fees (e.g., Federal Acquisition Regulation 48 CFR Sec. 52.203-5); Public Records (RCW 42.56); and safety and health regulations. In the event of the COUNTY'S noncompliance or refusal to comply with any applicable law, regulation, executive order or policy, the DEPARTMENT may rescind, cancel, or terminate the Contract in whole or in part in its sole discretion. The COUNTY is responsible for all costs or liability arising from its failure to comply with applicable law, regulation, executive order or policy.
- 7) **CONTRACT MODIFICATIONS:** The Parties may, from time to time, request changes to the Contract. All mutually agreed changes shall be incorporated by written amendment. No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the Parties, and any oral understanding or agreements shall not be binding. It is mutually agreed and understood that the

COUNTY is allowed to reallocate funds within the coordinator professional development and basic service operations categories as needed.

- 8) **COUNTY'S EMPLOYEES NOT EMPLOYEES OF DEPARTMENT:** The COUNTY, and/or employees, sub-contractors or agents performing under this Contract, are not employees or agents of the DEPARTMENT in any manner whatsoever. The COUNTY will not be presented as nor claim to be an officer or employee of the DEPARTMENT or of the State of Washington for any reason, nor will the COUNTY make any claim, demand, or application to or for any right, privilege or benefit applicable to an officer or employee of the DEPARTMENT or of the State of Washington, including, but not limited to, Workers' Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under RCW 41.06. It is understood that if the COUNTY is another state agency, the officers and employees are employed by the State of Washington, in their own right.
- 9) **DISCLOSURE:** The use or disclosure by any Party of any information concerning the DEPARTMENT, or its ESINet provider, for any purpose not directly connected with the administration of the DEPARTMENT's or the COUNTY's responsibilities with respect to services provided under this Contract is prohibited except by prior written consent of the DEPARTMENT or as required to comply with RCW 42.56, the Public Records Act or a court order. Disclosure of any information concerning the ESINet is controlled by the Non-Disclosure Agreement between the Parties.
- 10) **DISPUTES:** Except as otherwise provided in this Contract, when a bona fide dispute arises between the Parties and it cannot be resolved through discussion and negotiation, either party may request a dispute hearing. The Parties shall select a dispute resolution team to resolve the dispute. The team shall consist of a representative appointed by the DEPARTMENT, a representative appointed by the COUNTY, and a third party mutually agreed upon by both Parties. The team shall, by majority vote, resolve the dispute. The Parties agree that this dispute process shall be final and there will be no appeal of the decision.
- 11) **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws of the State of Washington. In the event of a lawsuit involving this Contract, venue shall be proper only in Thurston County. The COUNTY, by execution of this Contract, acknowledges the jurisdiction of the courts of Washington in this matter.
- 12) **HOLD HARMLESS:** The COUNTY agrees to defend, hold harmless, and indemnify the State of Washington and the DEPARTMENT, their officers, agents, employees, and assigns against any and all damages or claims from damages resulting or allegedly resulting from the COUNTY's performance or activities hereunder and that of any sub-contractor hired by the COUNTY.
- 13) **INSURANCE, INDUSTRIAL COVERAGE:** Prior to performing work under this contract, the COUNTY shall provide industrial insurance coverage for the COUNTY's employees, as may be required by Title 51 RCW. The DEPARTMENT will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for a consultant or any subcontractor or employee of the COUNTY, which may arise during the performance of services under this contract. Before the start of any work required by this Contract, the COUNTY shall deliver to the DEPARTMENT certificates of insurance reflecting that the COUNTY has obtained all the insurance coverage required by this section.
- 14) **INSURANCE, GENERAL COVERAGE:** The DEPARTMENT and its officers, employees, and agents, while acting in good faith within the scope of their official duties, are covered by the State of Washington Self-Insurance Program and the Tort Claims Act (RCW 4.92.060 et seq.), and successful claims against the DEPARTMENT and its employees, officers, and agents in the performance of their official duties in good faith under this Contract will be paid from the tort claims liability account as provided in RCW 4.92.130. COUNTY hereby notifies the DEPARTMENT that as a Government of the State of Washington and in accordance with Washington law, COUNTY has full loss coverage for itself, its officers, employees and agents, through self-insurance and/or the purchase of insurance. Upon the DEPARTMENT's request, COUNTY will provide the DEPARTMENT with details of its self-insured retention, proof of its additional insurance, and all loss coverage. This program of self-insurance and/or purchased insurance includes general liability, automobile liability, workers compensation and employers' liability.
- 15) **LEGAL RELATIONS:** To the extent permitted by applicable law, each party to this contract shall be responsible for injury or death to persons and damage to property resulting from negligence on the part of itself, its employees, agents, officers, contractors or subcontractors. Neither party assumes any responsibility to the other party for the consequences of any act or omission of any third party.
- 16) **LIABILITY:** To the extent permitted by applicable law, each party to this contract shall be responsible for injury or death to persons and damage to property resulting from negligence on the part of itself, its

employees, agents, officers, or subcontractors. Neither party assumes any responsibility to the other party for the consequences of any act or omission of any third party.

- 17) **LIMITATION OF AUTHORITY:** Only the assigned Authorized Signature for the DEPARTMENT or an assigned delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this contract is not effective or binding unless made in writing and signed by the authorized person.
- 18) **LOSS OF FUNDING:** In the event funding from state or federal sources is withdrawn, reduced, or limited in any way after the effective date of the Contract, the DEPARTMENT may suspend, terminate or renegotiate the Contract without cause under the "Termination" clause and without the thirty (30) day notice requirement.
- 19) **NONASSIGNABILITY:** Neither this Contract, nor any claim arising under this Contract, nor the work to be provided under this Contract, and any claim arising thereunder, shall be assigned or delegated 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.
- 20) **NONDISCRIMINATION:** During the performance of this contract, the COUNTY shall comply with all federal and state nondiscrimination statutes and regulations. These requirements include, but are not limited to:
- a. Nondiscrimination in Employment: The COUNTY shall not discriminate against any employee or applicant for employment because of race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, Vietnam era or disabled veteran's status, or the presence of any sensory, mental, or physical handicap. This requirement does not apply, however, to a religious corporation, association, educational institution or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution or society of its activities.
 - b. The COUNTY shall take action to ensure that employees are employed and treated during employment without discrimination because of their race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, Vietnam era or disabled veteran's status, or the presence of any sensory, mental, or physical handicap. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment selection for training, including apprenticeships and volunteers.
- 21) **RECAPTURE PROVISION:** In the event the COUNTY fails to expend funds under this Contract in accordance with applicable federal, state, and local laws and/or the provisions of the contract, the DEPARTMENT reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for the life of the project following Contract termination. Repayment by the COUNTY of funds under this recapture provision shall occur within thirty (30) days of demand.
- In the event the DEPARTMENT is required to institute legal proceedings to enforce the recapture provision, the DEPARTMENT shall be entitled to its costs thereof, including attorney fees from the Contractor.
- 22) **RECORDS, MONITORING AND AUDIT ACCESS:**
- a. The COUNTY shall perform under the terms of the Contract and the DEPARTMENT may conduct reasonable and necessary monitoring of the COUNTY's performance.
 - b. To permit such monitoring, the COUNTY shall maintain books, records, documents, and other evidence and accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the DEPARTMENT, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or agreement.
 - c. The COUNTY will retain all books, records, documents, and other materials relevant to this Contract for six (6) years from the date final payment is made hereunder and make them available for inspection by persons authorized under this provision.
 - d. The DEPARTMENT or the State Auditor or any of their representatives and federal officials so authorized by law, rule, regulation, or agreement shall have full access to and the right to examine during normal business hours and as often as the DEPARTMENT or the State Auditor may deem necessary, all of the COUNTY's records with respect to all matters covered in this Contract. Such rights last for six (6) years from the date final payment is made hereunder.

- e. The COUNTY shall cooperate with and freely participate in any monitoring, audit or evaluation activities conducted by the DEPARTMENT that are pertinent to the intent of this Contract.
- 23) **SEVERABILITY:** If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract which can be given effect without the invalid provision, and to this end the provisions of this Contract are declared to be severable.
- 24) **SUB-CONTRACTING:** The COUNTY shall comply with all applicable procurement laws, rules and requirements. This will include the use of a competitive procurement process in the award of any contracts with its contractors or sub-contractors that are entered into under this Contract. All contracts and sub-contracting agreements entered into pursuant to this contract shall incorporate this contract by reference.
- 25) **TERMINATION:**
- a. If, through any cause, the COUNTY or its contractors or sub-contractors shall fail to fulfill in a timely and proper manner its obligations under this Contract or if the COUNTY, its contractors or sub-contractors shall violate any of its covenants, agreements, or stipulations of this Contract, the DEPARTMENT shall there upon have the right to terminate this Contract and withhold the remaining allocation if such default or violation is not corrected within thirty (30) days after submitting written notice to the COUNTY describing such default or violation.
 - b. Notwithstanding any provisions of this Contract, either party may terminate this Contract without cause by providing written notice of such termination, specifying the effective date thereof, at least thirty (30) days prior to such date. If this Contract is so terminated, the DEPARTMENT shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination. Upon notice of such termination, the DEPARTMENT reserves the right to suspend all or part of the Contract, withhold further payments, and prohibit the COUNTY from incurring additional obligations of funds.
 - c. Reimbursement for eligible expenses incurred by the COUNTY prior to the effective date of such termination shall be as the DEPARTMENT reasonably determines."
 - d. The DEPARTMENT may unilaterally terminate or suspend all or part of this Contract without cause, or may reduce its scope of work and budget, if there is a reduction in funds by the source of those funds, and if such funds are the basis for this Contract.
- 26) **TRAVEL AND SUBSISTENCE REIMBURSEMENT:** If reimbursement of travel or subsistence expenses are included as part of this Contract, they shall be paid in accordance with rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended. The COUNTY is required to provide to the DEPARTMENT copies of receipts for any travel related expenses other than meals and mileage that are authorized under this Contract.
- 27) **TREATMENT OF ASSETS:** Upon successful completion of the terms of this contract, all assets, including equipment, purchased through this contract will be owned by the COUNTY unless otherwise specified by the funding source. The COUNTY shall be responsible for any and all operation and maintenance expenses and for the safe operation of said equipment including all questions of liability.
- 28) **WAIVER OF DEFAULT:** Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of the Contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Contract unless stated to be such in writing, signed by the Director or Contracts Administrator and attached to the original Contract.

STATEMENT OF WORK
SECO COUNTY BSO CONTRACT – SFY2021
 July 1, 2020 – June 30, 2021

CPD1/S4 County Coordinator Salary

1. Coordinate 911 within the county, act as a designated point of contact for the SECO, monitor the 911 systems, and report 911 outages to the SECO.
2. Coordinator or pre-approved/designated alternate to attend 75% of Advisory Committee (AC) meetings held per contract period.
3. Coordinator or pre-approved/designated alternate to attend two (2) Coordinator Forums and one (1) APCO State Conference per contract period.
4. Cooperate with and freely participate in monitoring or evaluation activities by the SECO and State Auditor.
5. Retain all contract records for six (6) years after contract closure.

CPD4/S5 MSAG/Mapping/GIS Coordinators

1. Maintain MSAG and ALI, according to Washington NG911 GIS Data Standards.
2. Maintain GIS 911 required layers for geospatial routing and uploading to 911 maps.
3. Participate in all GIS dataset tests recommended by the Advisory Committee and approved by the SECO.
4. Participate in all GIS training recommended by the Advisory Committee and designated as mandatory by the SECO.
5. Each county will maintain and deliver to the state (or designated vendor), as requested, GIS datasets that includes the following data layers (Road Centerline, PSAP polygon, Law Enforcement Emergency Service Zone (ESZ), Fire ESZ, EMD ESZ, and Site Structure Address Points (SSAP) with no duplicate address points) as required in the Washington NG911 GIS Data Standards, with no critical error fallout (gaps and overlaps, range overlaps in the road centerline), and which have been synchronized to the ALI, at a 98% match rate.

CPD4/S6 IT Coordinator

1. Participate in the selection, installation and/or maintenance of 911 equipment/software (IE: CPE, CAD, Net Clock, network, network security).
2. Submit certification that the county has provided a minimum of 16 hours of training for their IT personnel related to security and maintenance of equipment that touches the ESINet, during the current contract period.

CPD5/S7/B6 Call Receiver Salary/Benefits & Training

1. Submit certification that all telecommunicators/call receivers have received a minimum of 24-hours of continuing education, during the current contract period.

CPD3/S8 Public Ed Coordinator

1. Attend a 911 Public Education forum or a public education class to enhance job skills.
2. Participate in 50% of any scheduled 911 Public Education Subcommittee meetings. Participation can be in-person, by phone or participation on a work group/project.
3. Establish an outreach baseline for the 911 public education program in county to measure the program's effectiveness.
4. Utilize messaging consistent with content created by the 911 Public Education Subcommittee.

CPD2/CPD5/S9 Training Coordinator

1. Attend a 911 Training Coordinator Forum or a training class to enhance job skills.
2. Participate in 50% of any scheduled 911 Training Subcommittee meetings. Participation can be in-person, by phone or participation on a work group/project.

**SECO CONTRACT REIMBURSEMENT SCHEDULE
SECO COUNTY BSO CONTRACT - SFY2021
July 1, 2020 – June 30, 2021**

SECO CONTRACT REIMBURSEMENT SCHEDULE

More detailed information regarding reimbursements can be found in the following SECO Policies: SECO County Contract, SECO Public Education, SECO Statewide Services Support, and SECO Salary and Benefits Summary

Due to 911 modernization initiatives, important time-critical information is shared at meetings. Therefore, it is crucial the 911 County Coordinator or designee attend all meetings, if possible.

Understanding that scheduling conflicts occur, if the 911 County Coordinator is unable to attend a meeting/forum/training and would like to send a representative on their behalf to fulfill contractual obligations, a written request via email must be submitted to the SECO County Assistance Program Manager, prior to attending and incurring expenses.

COORDINATOR PROFESSIONAL DEVELOPMENT (CPD) EXPENSES SECTION

CPD benefits all counties and do not require local revenue to be used prior state reimbursement. The following are reimbursed through BSO and CPD contracts:

ELIGIBLE ITEM		STATE REIMBURSEMENT
CPD1	Meeting Attendance	<p><u>Advisory Committee (AC) Meetings:</u> Travel reimbursement expenses for the 911 County Coordinator or pre-approved designee to attend all AC meetings. 911 County Coordinator or pre-approved designee must attend 75% of all AC meetings held. Attendees other than AC members, 911 County Coordinator or pre-approved designee will not be reimbursed for travel expenses for attending AC meetings.</p> <p><u>AC Subcommittee Meetings:</u> Travel reimbursement expenses for all Subcommittee members to attend subcommittee meetings. No more than one county representative per subcommittee, except standing subcommittees as designated in the AC By-Laws.</p> <p><u>Coordinator Forums:</u> Travel reimbursement expenses for a total of two PSAP/911 employees to attend the Spring and Summer Coordinator Forums and a total of three PSAP/911 employees to attend the Fall APCO State Conference. One of the attendees must be the 911 County Coordinator or pre-approved designee.</p> <p><u>Communications Training Officer (CTO) Workshops:</u> Travel reimbursement expenses for one CTO per county to attend a CTO Workshop per contract period.</p> <p><u>SECO supported:</u> Travel reimbursement expenses for the 911 County Coordinator and/or a PSAP/911 employee to attend training, meetings, or events the SECO determines to have an overall benefit as designated in writing. 911 County Coordinators may request a SECO Supported designation by email to the SECO County Assistance Program Manager.</p>
CPD2	911 County Coordinator Training	<p>The 911 County Coordinator or pre-approved designee and a PSAP/911 employee is authorized up to \$6,000 (per contract period) to attend national NG911 related conferences, trainings, and/or training materials to enhance job skills.</p> <p>For counties with a population of 1.5 million or more the authorized amount for the 911 County Coordinator is doubled for an additional person to attend training \$12,000 (per contract period).</p>

CPD3	911 Public Education	Up to \$5,000 (per contract period) is authorized for expenses directly related to public education training and training materials, for informing the public of the capabilities, limitations, and proper use of 911, and public education materials. (See: <i>SECO Public Education Policy</i>)
CPD4	911 Technical Salaries/Benefits and Training	Up to \$13,500 (per contract period) is authorized for salaries/benefits, training, and training material expenses for the following positions: MSAG, Mapping/GIS, and/or Information Technology Coordinator(s). Backfill salary is not eligible under this line item. Expenses must directly link to the support and maintenance of WAC eligible 911 equipment.
CPD 5	911 Call Receiver Training	Total training funds calculated at \$500 (per contract period) per fulltime call receiver and training coordinator at the primary PSAP(s) with a cap not to exceed 30 call receivers (or \$15,000) per county. These funds are to be used for training and training materials that support the roles and functions of the call receiver and the 911 Training Coordinator. Training maybe internal or external. Funds may also be used for a new hire call receiver salary while in training status up to \$2,000 per new hire (this is the only time regular salary can be claimed for call receivers under this line item), 911 Training Coordinator regular salary, overtime, and CTO; and call receivers overtime and backfill while in training status. <u>Regionalized Counties</u> , only the Host County is eligible for this line item.
CPD6	NG911 Modernization	Costs related to modernization of the 911 System as authorized and pre-approved by the State E911 Coordinator. Including, but not limited to, pre-approved software necessary for the MSAG/GIS data synchronization, text to 911 security/authentication fobs (capped at one per authorized call taking position), and other pre-approved expenses related to text-to-911 implementation. Should there be additional funds available following the fulfillment of BSO, WSP Communications, and CPD contracts, the SECO may authorize additional funds for each of the 39 counties and the WSP to be used solely for the purpose of NG911 MSAG/GIS Modernization.
CPD7	Interpretive Services	Costs incurred for use of interpretive services to facilitate 911 call taking.
BASIC SERVICE OPERATING (BSO) EXPENSES SECTION		
ELIGIBLE ITEM		STATE REIMBURSEMENT
S4	911 County Coordinator - Salary	Salary/benefits calculated up to \$63,807 (per contract period) and can only be claimed for regular salary/benefits. Backfill and overtime is not eligible on this line item. Person must be appointed/assigned by the County Appointing Authority as the 911 County Coordinator.
S5	Master Street Address Guide (MSAG) & Mapping/GIS Coordinator - Salary	Salary/benefits calculated up to \$57,090 (per contract period) and can only be claimed for regular and over salary/benefits. Backfill is not eligible on this line item. Person(s) must be someone other than the 911 County Coordinator

S6	911 Information Technology (IT) - Salary	<p>Salary/benefits calculated up to \$27,014 (per contract period) and can only be claimed for regular and overtime salary/benefits. Backfill is not eligible on this line item.</p> <p>Person(s) must be someone other than the 911 County Coordinator.</p> <p><u>Regionalized Counties</u>, only the Host County is eligible for this line item.</p>
S7	911 Call Receiver Salaries and Benefits	<p>Salary/benefits calculated up to \$289,150 (per contract period) and can be claimed for regular, overtime, and backfill salaries/benefits.</p> <p>Call Receivers are defined as a person(s) whose primary function (at least 50 percent of their time) is sitting at a console, hired, trained/in training and prepared to answer 911 calls.</p> <p><u>Regionalized Counties</u> – calculated up to \$578,300 per host county (per contract year). <i>Example: County A & B are regionalized. County A is the Host County. County A is eligible for \$289,150 for A and an additional \$289,150 for County B. Total Call Receiver Salary for County A, as the 'Host County', would be \$578,300. County B is not eligible for call receiver salaries/benefits, since they are considered a 'non-host county' and have no call receivers now.</i></p>
S8	911 Public Education Coordinator – Salary	<p>Salary/benefits calculated up to \$7,273 (per contract period) and can only be claimed for regular and overtime salary/benefits.</p> <p>Funds may be used for other PSAP/911 employees that assist the 911 Public Education Coordinator in preparing for and conducting 911 educational activities.</p> <p>Person(s) must be someone other than the 911 County Coordinator.</p>
S9	911 Training Coordinator – Salary	<p>Salary/benefits calculated up to \$7,273 (per contract period) and can only be claimed for regular and overtime salary/benefits.</p> <p>Person(s) must be someone other than the 911 County Coordinator.</p> <p><u>Regionalized Counties</u>, only the Host County is eligible for this line item.</p>
B4	MSAG/Mapping/GIS - Training	<p>Training calculated up to \$5,000 (per contract period).</p>
B5	911 IT - Training	<p>Training calculated up to \$10,000 (per contract period) to support WAC-eligible 911 equipment and must be pre-approved by the SECO.</p> <p><u>Regionalized Counties</u>, only the Host County is eligible for this line item.</p>
B6	Call Receiver Training	<p>Total training funds calculated at \$1,500 (per contract period) per full-time Call Receiver at the primary PSAP. Call receivers who spend less than 50 percent of their time answering 911 calls, part-time call receivers and vacant positions, will not be included in calculating pooled costs.</p> <p>This calculated pool of funds can be used by full & part-time call receivers and working supervisors.</p> <p>These funds are to be used for training and training materials that support the roles and functions of the call receiver. Training maybe internal or external.</p> <p>Funds may also be used for a new hire call receiver salary, while in</p>

		training status up to \$2,000 per new hire (this is the only time regular salary can be claimed for call receivers under this line item) and call receivers' overtime, backfill, and CTO while in training status. <u>Regionalized Counties</u> , only the Host County is eligible for this line item.
B7	911 Mapping Administration	Calculated up to \$10,000 (per contract period). Hardware, software, and services for the 911 Mapping/GIS /MSAG Coordinator to manage the mapping /MSAG data.
B12	Headsets for 911 Call Receivers	Calculated up to \$2,000 per county (per contract period) for purchase, maintenance, accessories, and replacement parts (including batteries) of headsets for the 911 call receivers. Headsets do not need prior approval to purchase.
B13	Destruction of 911 Records	Calculated up to \$100 (per contract period) for the destruction of PSAP/911 records.
B14	911 Coordinator Electronic Mail	Calculated up to \$500 (per contract period) for electronic mail service. May be used to purchase and/or maintain monthly service device to access 911 email (laptop, Smartphone, etc.).

EQUIPMENT MAINTENANCE

County baseline equipment maintenance reimbursement amount is calculated at **\$24,700** per authorized call taking position, not to exceed a maximum of six (6) position or **\$148,200**.

Eligible equipment maintenance expenses may include maintenance contracts with vendors, vendor time and materials, PSAP maintenance employee salaries, benefits, training, training material, component repair or replacement materials, and other repair or preventative maintenance expenses and should be claimed under each specific equipment maintenance line item.

Regionalized Counties, only the Host County is eligible for this line item.

Maintenance for WAC eligible equipment:

S1.1	CPE/Telephone System	S3.1	PSAP Mapping
B1.1	Uninterruptable Power Supply (UPS)	B8.1	Instant Call Check
B10.1	911 Management Information Systems (MIS)	B11.1	Call Detail Recorder or Printer
C1.1	Logging Recorder	C2.1	Computer Aided Dispatch (CAD) System
C3.1	Auxiliary Generator	C4.1	Clock Synchronizer
C5.1	Console Furniture		

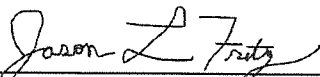
BUDGET SHEET
SECO COUNTY BSO CONTRACT – SFY2021
July 1, 2020 – June 30, 2021

	SFY2021
Coordinator Professional Development (CPD)	\$ 39,674
Basic Service Operating (BSO)	\$ 471,532
TOTAL CONTRACT NOT TO EXCEED	\$ 514,206

EQUIPMENT MAINTENANCE CERTIFICATION LOG
SECO COUNTY BSO CONTRACT – SFY2021
 July 1, 2020 – June 30, 2021

SKAMANIA COUNTY certifies that all maintenance has been scheduled and completed on an annual basis for the following equipment:

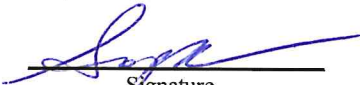
<u>Equipment</u>	<u>Vendor/ Inhouse</u>	<u>Vendor Name</u>	<u>Anticipated/Scheduled Timeframe</u>
Customer Premise Equipment (CPE)		Motorola Call Works	8/01/2020
PSAP Mapping		Motorola Call Works	8/01/2020
Uninterruptible Power Supply (UPS)		Schneider Electric	10/03/2020
Instant Call Check		N/A	N/A
911 Management Information System (MIS)		Motorola Call Works	8/01/2020
Call Detail Recorder/Printer		N/A	N/A
Logging Recorder		Westek Marketing	3/01/2020
Computer-Aided Dispatch System		Motorola Solutions	4/05/2020
Auxiliary Generator		Skamania Co. Public Works	6/15/2020
Clock Synchronizer		Day Wireless	8/01/2020
Call Receiver Console Furniture		Console Cleaning Specialists	4/13/2020



 Signature (name and title)

 911 Coordinator

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	Seniors Services	 Signature
<u>AGENDA DATE</u>	June 23, 2020	
<u>SUBJECT</u>	Consolidated Grant Contract Amendment	
<u>ACTION REQUESTED</u>	Sign Contract	

SUMMARY/BACKGROUND

This is an amendment to our current two-year operating Consolidated contract through WSDOT. This amendment adds additional funding for operating expenses due to COVID-19 through June 2021. Consolidated grants fund public transportation which includes senior transportation, general public transportation & public transit.

FISCAL IMPACT

WSDOT Contract Project A \$30,121.00
Match \$13,554

WSDOT Contract Project B \$16219.00
Match \$4055

RECOMMENDATION

Sign Contract

ATTACHMENTS

2019-2021 Amendment Contract

The FIRST AMENDMENT to AGREEMENT PTD0059 entered into between the Washington State Department of Transportation (hereinafter referred to as "WSDOT"), and Skamania County Senior Services (hereinafter referred to as "CONTRACTOR"), and/or individually referred to as the "PARTY" and collectively referred to as the "PARTIES,"

RECITALS

WHEREAS, both PARTIES agree to amend AGREEMENT PTD0059 to:

- Add \$30,121 in Competitive Rural Mobility Funds for Project A;
- Add \$16,219 in Competitive Rural Mobility Funds for Project B; and
- Update the Scope of Work for Projects A and B.

NOW THEREFORE, the following AMENDMENTS are hereby incorporated into AGREEMENT PTD0059:

AGREEMENT

1. RECITALS are hereby incorporated into this AGREEMENT.
2. Amend the existing language in 'SCOPE OF WORK AND BUDGET – Current Agreement Costs' and replace it to read as follows:

SCOPE OF WORK AND BUDGET

Current Agreement Costs	
Federal Funds	\$ -
State Funds	\$ 509,743
Total Grant Funds	\$ 509,743
Contractor's Funds	\$ 317,217
Total Current Agreement Cost	\$ 826,960

3. Amend the existing language in 'SCOPE OF WORK AND BUDGET – Funding by Project' and replace it to read as follows:

Funding by Project

Project A: Dial-A-Ride Service

UPIN # PTCO065

Service Area: Skamania, Klickitat, Hood River, Clark and Multnomah Counties

Scope of Work: Sustain demand-response dial-a-ride service for the elderly, special needs, and general public in Skamania County. Includes operating expenses and transit services provided during COVID-19.

Funds	Federal Award Identification #	Current Percentage	Current Funds	Projected Funds	Total Current and Projected Funds
Competitive Rural Mobility	N/A	55%	\$ 310,804		\$ 310,804
Contractor's Funds	N/A	45%	\$ 249,617		\$ 249,617
Total Project Cost		100%	\$ 560,421	\$ -	\$ 560,421

Budget: Current Funds reflect total funding appropriated by the Washington State Legislature for the Project in the 2019-2021 biennium.

Project B: Route Deviated Service

UPIN # PTCO066

Service Area: Skamania and Clark Counties

Scope of Work: Sustain the route-deviated transit service for the elderly, special needs population and the general public between Skamania County and C-Tran in Vancouver, WA.

Funds	Federal Award Identification #	Current Percentage	Current Funds	Projected Funds	Total Current and Projected Funds
Competitive Rural Mobility	N/A	75%	\$ 198,939		\$ 198,939
Contractor's Funds	N/A	25%	\$ 67,600		\$ 67,600
Total Project Cost		100%	\$ 266,539	\$ -	\$ 266,539

Budget: Current Funds reflect total funding appropriated by the Washington State Legislature for the Project in the 2019-2021 biennium.

4. A copy of this AMENDMENT to the AGREEMENT shall be attached to and made a part of the original AGREEMENT. Any references to the "AGREEMENT" shall mean "AGREEMENT as amended."

5. All other terms and conditions of the original AGREEMENT not hereby amended shall remain in full force and effect. This document may be simultaneously executed in several counterparts, each of which shall be deemed original having identical legal effect.

IN WITNESS WHEREOF, the PARTIES hereto have executed this AMENDMENT the day and year last written below.

**WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION**

CONTRACTOR

By: _____
Brian Lagerberg, Director
Public Transportation Division

By: _____
Authorized Representative
Title: _____

Print Name: _____

Date: _____

Date: _____

NOTICE OF PUBLIC HEARING
Before the
Board of Skamania County Commissioners

PURPOSE: Skamania County Board of Commissioners hereby gives notice that a public hearing will be held to consider Ordinance 2020-05, Adopting Legislation to Authorize the Maximum Capacity of the Sales and Use Tax Authorized by RCW 82.14.540 for Affordable and Supportive Housing, Adding a new chapter to Title 3 in the Skamania County Code, Chapter 3.30, Sales and Use Tax, Affordable and Supportive Housing in Accordance with Substitute House Bill 1406 (Chapter 338, Laws of 2019) and Other Matters Related Thereto.

The Washington State Legislature adopted Chapter 388, Laws of 2019, relating to encouraging investments in affordable housing and for rental assistance in the 2019 session. The Skamania County Board of Commissioners adopted Resolution 2019-30 to declare the intent of the Count to adopt legislation to authorize a sales and use tax for affordable and supportive housing in accordance with substitute House Bill 1406 on August 13, 2010.

Written testimony/comments to be considered at the public hearing by the Board of Commissioners must be received by the Clerk of the Board by 12:00 PM on the Monday preceding the date of the public hearing.

Copies of Ordinance 2020-05 are available to the public in the Commissioners' Office, Room 15, 240 NW Vancouver Avenue, Stevenson, WA or may be viewed on our website at www.skamaniacounty.org

DATE: July 14, 2020
TIME: **5:30 PM**
PLACE: Skamania County Courthouse, Room No. 18 (lower level)
240 NW Vancouver Avenue
Stevenson, WA.

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 23rd day of June 2020.

Debbie Slack
Clerk of the Board

DATE: June 23, 2020
TO: The Skamania County Pioneer
PO Box 250
Stevenson, WA 98648

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

Please publish the following documents on the dates indicated:

1. Document: Notice of Public Hearing to consider approval of Ordinance 2020-05, an ordinance amending Skamania County Code Title 3 – Revenue and Finance, to include new Chapter 3.30 – Sales and Use Tax – Affordable and Supportive Housing

Publish as: Legal Notice
Publish on July 1, 2020

Send Bill to Skamania County Commissioners
P.O. Box 790
Stevenson, WA 98648

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

ORDINANCE NO. 2020-05

AN ORDINANCE ADOPTING LEGISLATION TO AUTHORIZE THE MAXIMUM CAPACITY OF THE SALES AND USE TAX AUTHORIZED BY RCW 82.14.540 FOR AFFORDABLE AND SUPPORTIVE HOUSING, ADDING A NEW CHAPTER TO TITLE 3 OF THE SKAMANIA COUNTY CODE, CHAPTER 3.30, SALES AND USE TAX, AFFORDABLE AND SUPPORTIVE HOUSING IN ACCORDANCE WITH SUBSTITUTE HOUSE BILL 1406 (Chapter 338, Laws of 2019), AND OTHER MATTERS RELATED THERETO

WHEREAS, IN 2019 Regular Session, The Washington State Legislature approved, and the Governor signed, Substitute House Bill 1406 (Chapter 338, Laws of 2019) (“SHB 1406”); and

WHEREAS, SHB 1406 authorizes the governing body of a city or county to impose a local sales and use tax for the acquisition, construction or rehabilitation of affordable housing or facilities providing supportive housing, for the operations and maintenance costs of affordable or supportive housing, and providing rental assistance to eligible tenants; and

WHEREAS, the tax will be credited against state sales taxes collected within the County and, therefore, will not result in higher sales and use taxes within the County and will represent an additional source of funding to address housing needs in the County; and

WHEREAS, the tax must be used to assist persons whose income is at or below sixty percent of the County median income; and

WHEREAS, the County has an unmet need for affordable rental housing as well as supportive housing for people exiting homelessness and has determined that imposing the sales and use tax to address this need will benefit its citizens; and

WHEREAS, in order for a city or county to impose the tax, within six months of the effective date for SHB 1406, or January 28, 2020, the governing body must adopt a resolution of intent to authorize the maximum capacity of the tax, and within twelve months of the effective date of SHB 1406, or July 28, 2020, must adopt legislation to authorize the maximum capacity of the tax; and

WHEREAS, the Board of County Commissioners adopted Resolution 2019-30, a resolution of intent to authorize the maximum capacity of the tax, in open session on August 13, 2019; and

WHEREAS, the Department of Revenue requires 30 days’ notice of adoption of sales tax credits and the credit will then take effect on the first day of the month following the 30-day period; and

WHEREAS, there exists a Skamania County Homeless Housing Council consisting of area partners such as the Columbia Cascade Housing Corporation, Washington Gorge Action Programs, Skamania County and the City of Stevenson; and

WHEREAS, there have been discussions considering cooperative action and pooling public and private resources to address affordable housing needs in Skamania County; however, no decisions have been made at this time; and

WHEREAS, the County has determined it is in the best interest of the County and its residents to begin implementation of the tax and then later determine the process for the distribution of the funds collected by the resolution of the Skamania County Board of Commissions to meet the requirements of Chapter 338, Laws of 2019.

NOW, THEREFORE, the Board of Skamania County Commissioners do hereby ordain as follows: the following findings of fact and conclusions of law are hereby made:

Findings of Fact:

1. On July 1, 2020 a Notice of Public Hearing was published in the Skamania County Pioneer.
2. The Board of County Commissioners held a public hearing on July 14, 2020.

Conclusions of Law:

1. The proposed amendments to Skamania County Code Title 3, adding Chapter 3.30 Sales and use Tax – Credit against prior tax are necessary to address affordable housing issues in Skamania County.
2. RCW 82.14.055(2) states that, “In the case of a local sales and use tax that is a credit against the state sales tax or use tax, a local sales and use tax change may take effect (a) no sooner than thirty days after the department receives notice of the change and (b) only on the first day of a month.” The County intends to notify and contract with the Department of Revenue for the collection of the sales and use tax.

NOW THEREFORE BE IT ORDAINED, by the Skamania County Board of Commissioners that, based on the findings of fact and conclusions of law above, that the tax is imposed, and a new chapter of the Skamania County Code created as follows:

Section 1. Skamania County Code is amended to create a new Chapter 3.30 as shown on the attached Exhibit A.

Section 2. Effective Date. This ordinance is effective upon signing. The Chair of the Board of County Commissioners shall immediately proceed with notifying and, if needed, contracting with the Department of Revenue.

Section 3. Savings and Severability. If any section, subsection, paragraph, sentence, clause or phrase of this ordinance is declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining parts of this ordinance.

PASSED by the Skamania County Board of Commissioners in regular session at Skamania County, Washington, then signed by its membership and attested by its Clerk in authorization of such passage this 14th day of July 2020.

Robert Hamlin, Chairman, District 3

T.W. Lannen, Commissioner, District 2

Richard Mahar, Commissioner, District 1

*Constituting the Board of County Commissioners
of Skamania County, Washington*

Approved as to form:

Attest:

Adam Kick, Prosecuting Attorney

Debbie Slack, Clerk of the Board

EXHIBIT A

Chapter 3.30 Sales and use Tax – Credit against prior tax.

3.30.010 – Definitions

“Nonparticipating City,” “Nonparticipating County,” “Participating City,” “Participating County,” and “Qualifying Local Tax” shall have the definitions provided in RCW 82.14.540 as it exists or is hereafter amended.

3.30.020 – Imposition

Skamania County is a “participating county” under RCW 82.14.540. There is authorized, fixed and imposed a sales and use tax on every taxable event, as defined in RCW 82.14.020, in nonparticipating cities and participating cities identified in RCW 82.14.540, as appropriate for taxation by a participating county. There is also authorized, fixed and imposed a sale and use tax on every taxable event, as defined in RCW 82.14.020, in unincorporated Skamania County for the time period identified as appropriate for taxation by a participating county under RCW 82.14.540. The tax shall be imposed upon and collected from those persons from whom the state sales or use tax is collected pursuant to RCW 82.08 and RCW 82.12.

3.30.030 – Rate.

The rate of the tax shall be the maximum rate permitted participating counties under RCW 82.14.540 as it exists or is hereafter amended.

3.30.040 – Administration and collection.

The tax imposed by this chapter shall be administered and collected in accordance with RCW 82.14.540. The Chairman of the Board of County Commissioners is authorized and directed to execute any contracts with the Department of Revenue that may be necessary to provide for the administration or collection of the tax.

3.30.050 – Fund Created.

The proceeds of the tax imposed by this chapter shall be deposited in a special fund in Skamania County to be known as the “Affordable and Supportive Housing Fund.”

3.30.060 – Use of funds

Monies collected may only be used for affordable and supportive housing purposes as provided in RCW 82.14.540(6)(b) as it exists or is hereafter amended. Monies shall be administered by the Board of County Commissioners, in accordance with budgetary processes and state statutes.

3.30.070 – Report by Administrative Director of the Community Health Department

The Administrative Director of the Community Health Department shall report annually to the Department of Commerce as required by RCW 82.14.540(11).

3.30.080 - Expiration.

The tax imposed by this chapter expires 20 years after the date on which the tax is first imposed.

3.30.100 - Severability.

If any provision of this chapter, or its application to any person or circumstance is held invalid, the remainder of the chapter or the application of the provisions to other persons or circumstances is not affected.

SAFETY COMMITTEE REPORT TO COMMISSIONERS
06/23/2020

2020-E-02 Senior Services employee was backing up in a driveway and backed into a telephone pull damaging the tailgate and rear bumper. Cost to repair \$1,403.33.

Safety Committee agrees with the supervisor this is a preventable accident. Employee should be more aware of surroundings.

2020-E-03 Sheriff employee was in route to a call when a vehicle came over centerline and hit him head on collision occurred. Vehicle is totaled. Employee has seen a Dr.

Safety Committee agrees with supervisor this is an unpreventable accident on the part of County employee. But is preventable on the part of the other vehicle driver.

SKAMANIA COUNTY EMPLOYEE ACCIDENT/INCIDENT REPORT

Accident Number: 2020-E-02

EMPLOYEE/VOLUNTEER STATEMENT

1. Name: Bob Sweeney 2. Job Title: Van Driver 3. Dept: Senior Services
 4. Time of Accident: 12:15 P.M. 5. Date of Accident: 4-1-20
 6. Location of Accident: Carson, Washington - near Evelyn Thomas Home
 7. Name of Person this accident/incident was reported to: Patty Latimer
 8. Date Reported: 4-1-20 Time Reported: 1:15 9. Name of Witness (es): _____
 10. Check if applicable to accident/incident:
 Accidental Injury Occupational Illness Property Damage Motorvehicle Workplace Violence
 11. Status: Elected Official Employee Volunteer Visitor
 12. Equipment #: 9610 13. Damage Amount: 1403.33
 14. Posted speed: _____ 15. Actual speed: 1mph Reverse

16. Complete Description of what you were doing just before the incident occurred:
Delivered meal, was packing up - Dumped telephone pole

17. Was another vehicle involved? Yes No N/A

18. Complete description of damage to other vehicle:
X

19. Describe Accident in Detail (if equipment accident, attach a detailed sketch) (if injury describe in detail left/right/back/front part of body injured)
Was packing up to leave residence - Dumped telephone pole

20. What if any treatment was done (CPR, Splint, Wrap, Clean affected area Etc.) and by whom? none

21. Was treatment refused? Yes No N/A If refused by whom? _____

22. What type of personal protective equipment was employee wearing? (i.e. gloves, goggles, boots)

23. Was a Doctor seen? Yes No N/A 24. Date you sought medical attention: _____

25. Time you sought medical attention: _____
 26. Whom did you see? _____ 27. Name of Hospital/Office: _____

28. Could something have been done to prevent this from happening? Yes No
 If yes, please explain: More awareness of pole

29. EMPLOYEE SIGNATURE: Robert W. Sweeney 30. DATE: 4-6-20

State of Washington WAC 296-24-025 (6) Employee's Responsibility. "Employee shall make a prompt report to their supervisor, of each accident/incident". Skamania County Personnel Policy 8.2.3(4) requires this form to be returned to Safety Committee Secretary within 72 hours of accident.

For Official Use only:
 1. Date Safety Officer received report: 4/9/2020 2. Date Safety Committee Received Report: 6/11/2020
 3. Date Commissioners Reviewed Report: 6/11/20 4. Was this report returned to the Department? Yes No
 5. Date it was returned: _____
 Reason for report being returned: _____

SUPERVISOR'S STATEMENT

31. Supervisor's Name: Sophie Miller 32. Department Seniors 33. Date Reported: 4/1/20
34. Time reported to supervisor: 2:30 35. Who reported it? Patty Latimer

36. Investigate and describe that accident and any damages/injuries involved:
Driver was backing up to leave a meal delivery, did not see the telephone pole & backed into it. No injuries.

37. In your opinion, what was the cause of this accident, please describe below?

<input type="checkbox"/> Inadequate guards on equipment	<input type="checkbox"/> Improper signing
<input type="checkbox"/> Defective tools, equipment, etc.	<input checked="" type="checkbox"/> Lack of awareness
<input type="checkbox"/> Unsafe design or construction	<input type="checkbox"/> Improper clothing or shoes
<input type="checkbox"/> Improper storing	<input type="checkbox"/> Using unsafe equipment
<input type="checkbox"/> Strong wind	<input type="checkbox"/> Improper loading methods
<input type="checkbox"/> Rough terrain	<input type="checkbox"/> Taking unsafe position
<input type="checkbox"/> Toxic Material	<input type="checkbox"/> Failure to use protective equipment
<input type="checkbox"/> Slippery surface	<input type="checkbox"/> Distraction or inattention
<input type="checkbox"/> Poor housekeeping	<input type="checkbox"/> Improper turning movement
<input type="checkbox"/> Other (please list)	<input type="checkbox"/> Improper lifting

Describe:
38. What might be done to prevent this from happening in the future?
Use mirrors, be aware of all surroundings.

39. Injury/Illness Severity
 No treatment required
 First aid only
 Medical treatment (Attach Doctor's Report Form)
 Fatality Enter Date: _____

40. Time Loss
 No time loss
 Return to work the next work day
 Restricted Activity/Job Transfer
 Lost Workdays, not at work
*Note time loss includes any time spent away from work for treatment involving this incident/accident

41. No. of Days/hrs N/A

42. Has the employee been instructed to keep the County informed of progress? Yes No N/A

43. Has this employee been properly trained in the job he/she was performing? Yes No N/A

44. In your opinion, is this accident/incident: Preventable Unpreventable

45. Supervisor's Comments: _____

46. SUPERVISOR'S SIGNATURE: [Signature] 47. DATE: 4/8/20

48. Elected Official/Department Head's Comments: _____

49. ELECTED OFFICIAL/DEPARTMENT HEAD INITIAL'S _____ 50. DATE: _____

Please see that this form is completed promptly, and returned to Safety Committee within 72 hours of accident.

SAFETY COMMITTEE RECOMMENDATIONS/COMMENTS: Safety Committee recommends this is a preventable accident.

SAFETY CHAIRPERSON SIGNATURE
 Agree with Safety Committee Comments Disagree with Safety Committee comments

Board of Commissioners Comments: _____
Chairman, Board of Commissioners _____ Date _____

Wind River Restorations LLC
2431 Wind River Rd
Carson, WA 98610
(541) 400-0397
restorations2017@gmail.com

*** PRELIMINARY ESTIMATE ***

04/13/2020 02:27 PM

Owner

Owner: SKAMANIA COUNTY
Address:
City State Zip: Stevenson, WA 98648

Work/Day: (509)427-3990
FAX:

Control Information

Claim # : SC2

Insured Policy # :

Inspection

Inspection Date: 04/13/2020 01:30 PM
City State Zip: STEVENSON, WA
Primary Impact: Deck Lid
Driveable: Yes

Inspection Type: Field
FAX:
Secondary Impact: Rear
Rental Assisted: No

Appraiser Name: HOBY HANSEN

Appraiser License # :

Repairer

Repairer: Wind River Restorations LLC
Address: PO Box 1263
City State Zip: Carson, WA 98610

Contact:
Work/Day: (541)400-0397
Work/Day:

Target Complete Date/Time:

Days To Repair: 6

Vehicle

2015 Dodge Caravan Grand AVP 4 DR Passenger Van
6cyl Gasoline 3.6
6-Speed Automatic

Lic Expire:
Veh Insp# :
Condition:
Ext. Color: WHITE
Ext. Refinish: Two-Stage

VIN: 2C7WDGGBG9FR541969
Mileage Type: Actual
Code: N6664B
Int. Color:
Int. Refinish:

Options

2nd Row Head Airbags	AM/FM CD Player	Air Conditioning
Analog Gauges	Anti-Lock Brakes	Armrest(s)
Automatic Dimming Mirror	Auxiliary Audio Input	Bucket Seats
Chrome Grille	Color-Keyed Bumper(s)	Cruise Control
Digital Clock	Dual Airbags	Dual Zone Auto A/C
Electronic Control Susp	Halogen Headlights	Head Airbags
Heated Power Mirrors	Heated W/S Wiper Washers	Intermittent Wipers
Keyless Entry System	Knee Air Bags	LED Brakelights

MP3 Decoder	Overhead Console	Power Brakes
Power Door Locks	Power Steering	Power Windows
Pwr Accessory Outlet(s)	Rear Spoiler	Rear Window Defroster
Rear Window Wiper/Washer	Second Row Bench Seat	Side Airbags
Split Folding Rear Seat	Strg Wheel Radio Control	Tachometer
Third Seat (trucks)	Tilt & Telescopic Steer	Tinted Glass
Tire Pressure Monitor	Traction Control System	Trip Computer
Wheel Covers	Wood Interior Trim	

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
Tailgate										
1	I	471		Shell,Tailgate	Repair				4.5*	SM
2	L	471	13	Shell,Tailgate	Refinish				3.7	RF
					2.6 Surface					
					0.6 Two-stage setup					
					0.5 Two-stage					
Rear Bumper										
3	I	553		Cover,Rear Bumper	Repair				4.0*	SM
4	L	553		Cover,Rear Bumper	Refinish				3.1	RF
					2.6 Surface					
					0.5 Two-stage					
5	E	63	01	Pad,Rear Bumper Step	68125729AB	\$141.00			1.5	SM
5		Items								
			MC	Message						
			01	CALL DEALER FOR EXACT PART # / PRICE						
			13	INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE						

Estimate Total & Entries

OEM Parts					\$141.00	
Paint & Materials	6.8 Hours @	\$35.00			\$238.00	
Parts & Material Total						\$379.00
Tax on Parts & Material	@	7.700%				\$29.18
Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs		
Sheet Metal (SM)	\$55.00	1.5	8.5	10.0	\$550.00	
Mech/Elec (ME)	\$55.00					
Frame (FR)	\$55.00					
Refinish (RF)	\$55.00	6.8		6.8	\$374.00	
Labor Total				16.8 Hours		\$924.00
Tax on Labor	@	7.700%			\$71.15	
Gross Total						\$1,403.33
Net Total						\$1,403.33




Alternate Parts Y/00/00/00/00/00 CUM 00/00/00/00/00 Zip Code: 98610 Default
 Rate Name Default

Audatex Estimating 8.0.818 ES 04/13/2020 02:34 PM REL 8.0.818 DT 03/01/2020 DB 04/01/2020
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1.6 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.

Op Codes

* = User-Entered Value	^ = Labor Matches System Assigned Rates	E = Replace OEM
NG = Replace NAGS	EC = Replace Economy	OE = Replace PXN OE Srpls
UE = Replace OE Surplus	ET = Partial Replace Labor	EP = Replace PXN
EU = Replace Recycled	TE = Partial Replace Price	PM = Replace PXN Reman/Reblt
UM = Replace Reman/Rebuilt	L = Refinish	PC = Replace PXN Reconditioned
UC = Replace Reconditioned	TT = Two-Tone	SB = Sublet Repair
N = Additional Labor	BR = Blend Refinish	I = Repair
IT = Partial Repair	CG = Chipguard	RI = R & I Assembly
P = Check	AA = Appearance Allowance	RP = Related Prior Damage

		<p>This report contains proprietary information of Audatex and may not be disclosed to any third party (other than the insured, claimant and others on a need to know basis in order to effectuate the claims process) without Audatex's prior written consent.</p> <p>© 2020 Audatex North America, Inc. AUDATEX is a trademark owned by Audatex North America, Inc. All rights reserved.</p>	
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SKAMANIA COUNTY EMPLOYEE ACCIDENT/INCIDENT REPORT

Accident Number 2020-E-03

EMPLOYEE/VOLUNTEER STATEMENT

1. Name: Chris Helton 2. Job Title: Deputy 3. Dept: Sheriff
 4. Time of Accident: 0036 5. Date of Accident: 3/19/20
 6. Location of Accident: Skye Road MP. 5
 7. Name of Person this accident/incident was reported to: Skamania Dispatch
 8. Date Reported: 3/19/20 Time Reported: 0036 9. Name of Witness (es): —
 10. Check if applicable to accident/incident:
 Accidental Injury Occupational Illness Property Damage Motorvehicle Workplace Violence
 11. Status: Elected Official Employee Volunteer Visitor
 12. Equipment # 709 13. Damage Amount UNK
 14. Posted speed 35 15. Actual speed 30-35

16. Complete Description of what you were doing just before the incident occurred: En route to check a residence on Bear Prairie Road. Vehicle approached in on coming lane, crossed center line striking patrol vehicle! WSP investigating collision, causing driver cited - 20-01879.

17. Was another vehicle involved? Yes No N/A

18. Complete description of damage to other vehicle: Passenger side doors, intrusion into passenger compartment.

19. Describe Accident in Detail: (if equipment accident, attach a detailed sketch)(if injury describe in detail left, right, back or front - part of body injured) Neck sore. Right knee sore, right wrist contusion. 3 air bags deployed in collision. Employees glasses damaged.

20. What if any treatment was done (CPR, Splint, Wrap, Clean affected area Etc.) and by whom? Both drivers evaluated EMS

21. Was treatment refused? Yes No N/A If refused by whom?

22. What type of personal protective equipment was employee wearing? (i.e. gloves, goggles, boots) Seat belt

23. Was a Doctor seen? Yes No N/A 24. Date you sought medical attention:

If injury results, will see Doctor - 25. Time you sought medical attention:

26. Whom did you see? 27. Name of Hospital/Office

28. If available, would you be willing to perform light duty work during your recovery? Yes No N/A

29. Could something have been done to prevent this from happening? Yes No
 If yes, please explain:

30. EMPLOYEE SIGNATURE: [Signature] 31. DATE: 3/20/20

State of Washington WAC 296-24-025 (6) Employee's Responsibility. "Employee shall make a prompt report to their supervisor, of each industrial accident/incident". Skamania County Personnel Policy 8.2.3(4) requires this form to be returned to Safety Committee Secretary within 72 hours of accident.

For Safety Committee Use only: Date Safety Committee received report: <u>4/7/2020</u>	Date Sent Report to Risk Manager: <u>4/7/2020</u>	Date Sent to Safety Committee: <u>5/14/2020</u>
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SUPERVISOR'S STATEMENT

32. Supervisor's Name: CANTO, C. (CANTO) 33. Department SO 34. Date Reported: 3-19-20

35. Exact time reported to you: 0040 36. Who reported it? DISPATCH

37. Investigate and describe that accident and any damages/injuries involved.: WSP INVESTIGATION

38. In your opinion, what was the cause of this accident?

- | | |
|--|--|
| <input type="checkbox"/> Inadequate guards on equipment | <input type="checkbox"/> Improper signing |
| <input type="checkbox"/> Defective tools, equipment, etc. | <input type="checkbox"/> Lack of awareness |
| <input type="checkbox"/> Unsafe design or construction | <input type="checkbox"/> Improper clothing or shoes |
| <input type="checkbox"/> Improper storing | <input type="checkbox"/> Using unsafe equipment |
| <input type="checkbox"/> Strong wind | <input type="checkbox"/> Improper loading methods |
| <input type="checkbox"/> Rough terrain | <input type="checkbox"/> Taking unsafe position |
| <input type="checkbox"/> Toxic Material | <input type="checkbox"/> Failure to use protective equipment |
| <input type="checkbox"/> Slippery surface | <input type="checkbox"/> Distraction or inattention |
| <input type="checkbox"/> Poor housekeeping | <input type="checkbox"/> Improper turning movement |
| <input checked="" type="checkbox"/> Other (please list) <u>SUSPECT SPEED</u> | <input type="checkbox"/> Improper lifting |

39. What might be done to prevent this from happening in the future? NOTHING
Read above statement

40. Injury/Illness Severity
 No treatment required
 First aid only
 Medical treatment (Attach Doctor's Report Form) PENDING
 Fatality Enter Date: _____

41. Time Loss
 No time loss
 Return to work the next work day
 Restricted Activity/Job Transfer
 Lost Workdays, not at work

42. No. of Days/hrs _____


*Note time loss includes any time spent away from work for treatment involving this incident/accident

43. Has the employee been instructed to keep the County informed of progress? Yes No NA

44. Has this employee been properly trained in the job he/she was performing? Yes No NA

45. In your opinion, is this accident/incident: Preventable Unpreventable

46. Supervisor's Comments:

47. SUPERVISOR'S SIGNATURE:  48. DATE: 03-21-20

49. Elected Official/Department Head's Comments:

50. ELECTED OFFICIAL/DEPARTMENT HEAD INITIAL'S:  51. DATE: 3-30-20

Please see that this form is completed promptly, and returned to Safety Committee within 72 hours of accident.

SAFETY COMMITTEE RECOMMENDATIONS/COMMENTS:

SAFETY CHAIRPERSON SIGNATURE

Agree with Safety Committee Comments Disagree with Safety Committee comments

Board of Commissioners Comments: Safety Committee agrees with supervisor unpreventable on part of employee.

Chairman, Board of Commissioners Date

BFL 8891



STATE OF WASHINGTON POLICE TRAFFIC COLLISION REPORT



1591971

REPORT NO. EA26495

1 0 4 27
2
3
1 1 8 28
2
3

INTERSTATE CITY STREET FIRE RESULTED STOLEN VEHICLE HIT & RUN INVOLVED
STATE ROUTE OTHER
COUNTY RD PRIVATE WAY

CASE #

LOCAL AGENCY CODING

TOTAL # OF UNITS 02 OBJECT STRUCK

TRIBAL RESERVATION

DATE OF COLLISION 03 - 19 - 2020 TIME (2400) 0043 COUNTY # 30 MILES 13 5 N S E W IN OF 0877

ON (PRIMARY TRAFFIC WAY) INTERSECTION NON INTERSECTION SKYE ROAD BLOCK NO. 0 MILE POST 5

DISTANCE 0 5 MILES FEET OF (REFERENCE OR CROSS STREET) WASHOUGAL RIVER ROAD

UNIT 01 MOTOR VEHICLE PEDAL-CYCLE DAMAGE THRESHOLD MET YES NO PHONE D: 3609042485

LAST NAME HOPPLE FIRST NAME ANDREW MIDDLE INITIAL J

STREET NEW ADDRESS 62 CEDAR GROVE LN CITY WASHOUGAL ST WA ZIP 986717654

CDL IGNITION INTERLOCK REQUIRED INTERLOCK PRESENT INTERLOCK MEDICAL TRANSPORTED

DRIVER'S LICENSE # HOPPLAJ000M9 STATE WA SEX M D.O.B. MMDDYY 07 - 29 - 2000

ON DUTY STATUS AIRBAG 2 RESTR 4 EJECT 1 HELMET USE INJURY CLASS 1 NATURE OF INJURIES

LICENSE PI ATF # BSJ7838 STATE WA VIN # JN1SU01S1BT002504

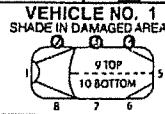
TRAILER PLATE # STATE TRAILER PLATE # STATE

TRLR VIN #

VEH. YEAR 1981 MAKE DATS MODEL 810 STYLE SD VEHICLE TOWED DUE TO DISABLING TOWED BY DAMAGE YES NO GOVT. VEHICLE YES NO

REGISTERED OWNER INFO ANDREW HOPPLE 62 CEDAR GROVE LN WASHOUGAL WA 98671

LIABILITY INSURANCE IN EFFECT INSURANCE CO & POLICY # PROGRESSIVE P5704615 CITATION # XZ0012264 CHARGE SPEED TOO FAST FOR CONDITIONS



UNIT 02 MOTOR VEHICLE PEDAL-CYCLE PEDESTRIAN PROPERTY OWNER DAMAGE THRESHOLD MET YES NO PHONE D: 5094279490

LAST NAME HELTON FIRST NAME CHRISTOPHER MIDDLE INITIAL R

STREET NEW ADDRESS 18 RAMSAY LN CITY WHITE SALMON ST WA ZIP 986728820

CDL IGNITION INTERLOCK REQUIRED INTERLOCK PRESENT INTERLOCK MEDICAL TRANSPORTED

DRIVER'S LICENSE # WDL316SD603B STATE WA SEX M D.O.B. MMDDYY 07 - 14 - 1964

ON DUTY STATUS AIRBAG 3 RESTR 4 EJECT 1 HELMET USE INJURY CLASS 1 NATURE OF INJURIES

LICENSE PLATE # C8339C STATE WA VIN # 2C3CDXKT9KH617661

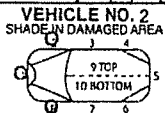
TRAILER PLATE # STATE TRAILER PLATE # STATE

TRLR VIN #

VEH. YEAR 2019 MAKE DODG MODEL CHARGE STYLE 4D VEHICLE TOWED DUE TO DISABLING TOWED BY DAMAGE YES NO GOVT. VEHICLE YES NO

REGISTERED OWNER INFO SKAMANIA COUNTY ER&R PO BOX 1009 STEVENSON WA 98648

LIABILITY INSURANCE IN EFFECT INSURANCE CO & POLICY # WA CO RISK POOL CITATION # CHARGE



OFFICER'S NAME (PRINT) JEFFREY HEATH OFFICER PHONE BADGE OR ID # 551 AGENCY WAWSP0501

0 1 29
0 1 30
1 1 2 31
1 1 2 32
2
3

FROM TO
1 5 33
FROM TO
5 1 34
35
1 36

4 37
4 38
3 39
3 40
1 41
1 42
43
44

Bf28891



STATE OF WASHINGTON
POLICE TRAFFIC
COLLISION REPORT



1591972

CORRECTION

REPORT NO. **EA26495**

CASE #

ADDITIONAL PERSONS INVOLVED (PASSENGERS AND/OR WITNESSES ONLY)

NAME (LAST, FIRST, MIDDLE INITIAL)											
ADDRESS & PHONE #											
SEX		D.O.B. MMDDYYYY									
PASSENGER <input type="checkbox"/>	WITNESS <input type="checkbox"/>	UNIT #	SEAT POS.	AIRBAG	RESTR.	EJECT	HELMET USE	INJURY CLASS	NATURE OF INJURIES		
NAME (LAST, FIRST, MIDDLE INITIAL)											
ADDRESS & PHONE #											
SEX		D.O.B. MMDDYYYY									
PASSENGER <input type="checkbox"/>	WITNESS <input type="checkbox"/>	UNIT #	SEAT POS.	AIRBAG	RESTR.	EJECT	HELMET USE	INJURY CLASS	NATURE OF INJURIES		
NAME (LAST, FIRST, MIDDLE INITIAL)											
ADDRESS & PHONE #											
SEX		D.O.B. MMDDYYYY									
PASSENGER <input type="checkbox"/>	WITNESS <input type="checkbox"/>	UNIT #	SEAT POS.	AIRBAG	RESTR.	EJECT	HELMET USE	INJURY CLASS	NATURE OF INJURIES		

NARRATIVE

Vehicle one was traveling southbound on Skye Road and lost control while rounding a curve in the roadway. At the same time, vehicle two was traveling northbound on Skye Road. Driver of vehicle one overcorrected, applied brakes and crossed over the center-line roadside. Vehicle two was unable to avoid vehicle one and collided into the passenger side door.

I CERTIFY (DECLARE) UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF WASHINGTON THAT THE FOREGOING IS TRUE AND CORRECT. (RCW 9A.72.085)

JEFFREY HEATH

03-20-20 07:35 PM

INVESTIGATING OFFICER'S SIGNATURE

UNIT OR DIST. DET

DATED

PLACE SIGNED

APPROVED BY

DATE

MATTHEW HUGHES 225

3/27/2020 6:31:23 PM

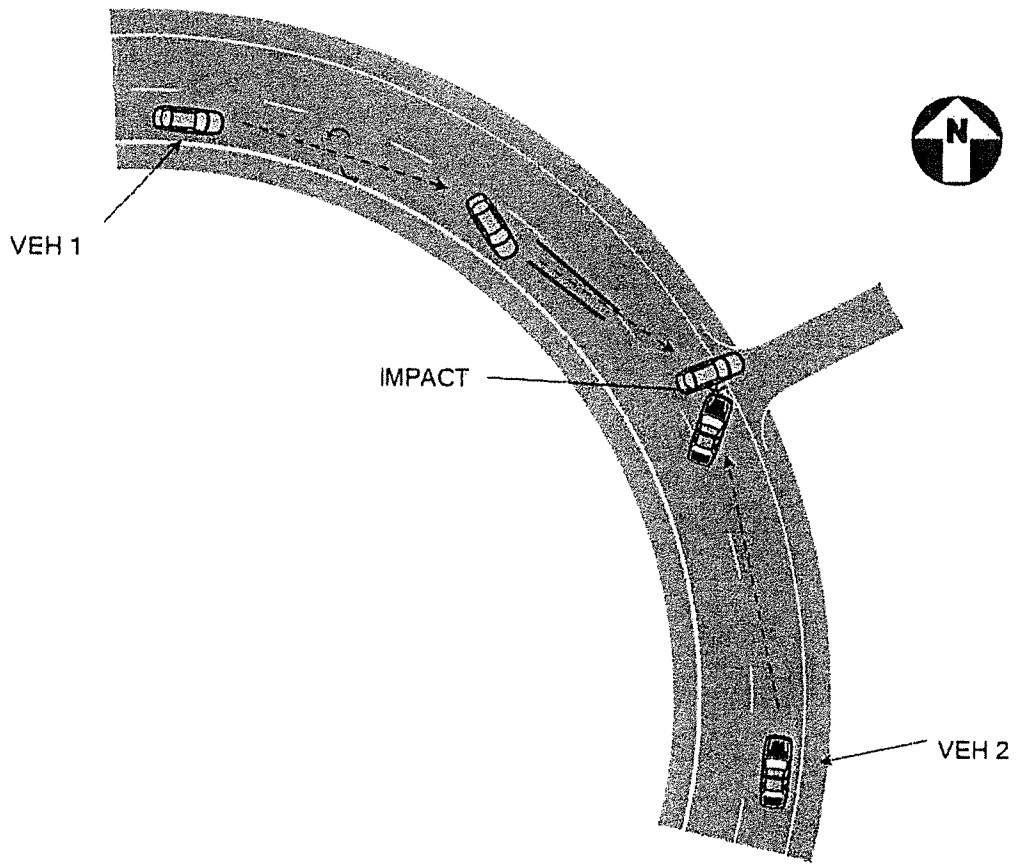
BADGE OR ID #	551	ORI #	WAWSP0501	TIME POLICE DISPATCHED	12:49 AM	TIME POLICE ARRIVED	1:23 AM
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BF28891

REPORT NO. EA26495

CASE #

DATE AND TIME OF COLLISION 03/19/20 00:43



MP .5 SKYE ROAD