

SKAMANIA COUNTY BOARD OF COMMISSIONERS
Tentative Agenda for January 2, 2013

Wednesday, January 2, 2013

9:00 AM Commissioners Staff Meeting
9:30 AM Call to Order, Pledge of Allegiance
Public Comment
Elect Chair and Vice Chair for 2013

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

1. Minutes of December 26, 2012.
2. Acknowledge receipt of designation of Sterling Bank as depository bank for Skamania County funds for 2013.
3. Acknowledge receipt of Property Tax Refunds granted by Treasurer during 2012.
4. Agreement with the City of Stevenson to provide funding for promotion of events for Skamania County Fair and the Columbia Gorge Bluegrass Festival.
5. Contract with Mark Day, amendment #1 to adjust the percentage of fees paid to the instructor for providing a Tae Kwan Do program.

10:00 AM Department Head reports

BOARD OF SKAMANIA COUNTY COMMISSIONERS
Meeting of December 26, 2012

The Board met at 9:00 a.m. on December 26, 2012 for a staff meeting at the Commissioner's Meeting Room, 240 NW Vancouver Avenue in Stevenson, with Commissioners Paul Pearce, Chair, Jim Richardson and Robert Anderson present. Discussion included state forest board funds, budget, memorandum of understanding for the Managers Unit, and homeless housing contract, with no action taken.

The meeting recessed at 9:20 a.m.

The meeting was called to order at 9:34 a.m. December 26, 2012 at the Commissioner's Meeting Room, 240 NW Vancouver Avenue in Stevenson, with Commissioners Paul Pearce, Chair, Jim Richardson and Robert Anderson present, opening with the Pledge of Allegiance.

Commissioner Anderson moved, seconded by Commissioner Richardson and motion carried unanimously to approve the Consent Agenda as follows, with the exception of Item #3 that was removed:

1. Minutes of December 26, 2012.
2. Liquor license renewal for American Legion Coy-Catlin Post 137.
- ~~3. Authorization to purchase a cell phone and necessary accessories for work and business travel for Community Health Director, to be paid from designated Developmental Disabilities funds.~~
4. Set payroll dates for calendar year 2013.
5. Contract with City of Stevenson to provide law enforcement and animal control services within city limits.
6. Contract with City of Stevenson to provide incarceration services for municipal inmates.
7. Contract with City of Stevenson to provide jury management services for Stevenson Municipal Court utilizing Skamania County Superior Court Jury Management program.
8. Resolution

moved, seconded by Commissioner Richardson and motion carried unanimously to approve Resolution 2012-76 Forgiving Interfund Loans.

9. Commissioner Anderson 2012-69 Partially Repay County Road Cumulative Reserve Fund.
10. Contract with Southwest Washington Agency on Aging & Disabilities to provide funding for reimbursement of disease prevention/health promotion activities benefiting seniors.
11. Contract with Southwest Washington Area on Aging & Disabilities to provide funding for Senior Information & Assistance and Senior Nutrition Services.
12. Contract with Southwest Washington Area on Aging & Disabilities to provide funding for Senior Transportation Services.

Commissioner Richardson moved, seconded by Commissioner Anderson and motion carried unanimously to approve vouchers for the period ending December 3, 2012 in the total amount of \$83,068.47.

Commissioner Richardson moved, seconded by Commissioner Anderson and motion carried unanimously to approve vouchers for the period ending December 10, 2012 in the total amount of \$153,246.15.

Commissioner Richardson moved, seconded by Commissioner Anderson and motion carried unanimously to approve vouchers for the period ending December 18, 2012 in the total amount of \$148,546.97.

Commissioner Anderson moved, seconded by Commissioner Richardson and motion carried unanimously to approve vouchers for the period ending December 24, 2012 in the total amount of \$214,981.76.

The meeting recessed at 9:38 a.m. and reconvened at 10:03 a.m., with Commissioners Pearce, Richardson and Anderson present.

Department Heads presented the following reports:

- Terry Blaisdell, Central Services Director reported on various projects.
- Kirby Richards, Community Health Director reported on behavioral health, public health, and developmental disabilities.
- Scott Pineo, General Services Director reported on department activities, facilities management, events & recreation management, human resources, risk management, senior services, and information technology.
- Larry Douglass, Public Works Director reported on Engineering and County Road projects, ER&R, and Solid Waste.

The meeting recessed at 10:11 a.m. and reconvened at 11:05 a.m., with Commissioners Pearce, Richardson and Anderson present.

The Safety Committee presented the following reports.

- Report #2012-09. Commissioner Richardson moved, seconded by Commissioner Anderson and motion carried unanimously to agree with the Safety Committee's findings and recommendations.
- Report #2012-10. Commissioner Richardson moved, seconded by Commissioner Anderson and motion carried unanimously to agree with the Safety Committee's findings and recommendations.

Commissioner Richardson moved, seconded by Commissioner Anderson and motion carried unanimously to approve a memorandum of understanding with OPEIU Local 11 Managers Unit establishing a seniority list within the Managers Unit, effective December 17, 2012.

The meeting recessed at 11:15 a.m. and reconvened at 5:00 p.m., with Commissioners Pearce, Richardson and Anderson present.

Commissioner Anderson moved, seconded by Commissioner Richardson and motion carried unanimously to approve a Collective Bargaining Agreement with OPEIU Local 11 Chief Deputies Unit.

Commissioner Anderson moved, seconded by Commissioner Richardson and motion carried unanimously to approve Resolution 2012-77 to partially repay a Current Expense loan.

Commissioner Anderson moved, seconded by Commissioner Richardson and motion carried unanimously to approve Resolution 2012-78 an interfund loan from Special Revenue Fund Cumulative Reserve Loan Fund to Current Expense Fund, Non-Departmental Revenue.

The meeting recessed at 5:10 p.m. and reconvened at 5:30 p.m., with Commissioners Pearce, Richardson and Anderson present.

A public hearing was held to consider Resolution 2012-70 Supplemental Budget #10. There were no comments from the public. Commissioner Richardson moved, seconded by Commissioner Anderson and motion carried unanimously to approve Resolution 2012-70.

A public hearing was held to consider Resolution 2012-67 establishing a comprehensive Six-Year Transportation Improvement Program. There were no comments from the public. Commissioner Richardson moved, seconded by Commissioner Anderson and motion carried unanimously to approve Resolution 2012-67.

Commissioner Richardson moved, seconded by Commissioner Anderson and motion carried unanimously to approve Resolution 2012-68 adopting the 2013 Annual Road Program.

Commissioner Anderson moved, seconded by Commissioner Richardson and motion carried unanimously to approve Resolution 2012-75 Setting Veterans Assistance Fund Levy and authorizing assistance limits.

A public hearing was held to consider Resolution 2012-72 adopting the 2013 Final Budget. Sheriff Dave Brown thanked the Board and staff for all their hard work and noted that there was no other Elected Officials present and no public present. The hearing was closed to public comments. Commissioner Pearce noted changes to revenues and expenditures. Commissioner Richardson moved, seconded by Commissioner Anderson and motion carried unanimously to adopt the 2013 Final Budget.

Commissioner Anderson moved, seconded by Commissioner Richardson and motion carried unanimously to approve Resolution 2012-73 Setting Current Expense Property Tax Levies for 2013.

Commissioner Anderson moved, seconded by Commissioner Richardson and motion carried unanimously to approve Resolution 2012-74 Setting County Road Property Tax Levies for 2013.

Commissioner Anderson moved, seconded by Commissioner Richardson and motion carried unanimously to approve Certification of the 2013 Current Expense and County Road Property Tax Levies to Assessor.

Commissioner Anderson moved, seconded by Commissioner Richardson and motion carried unanimously to approve the Consent Agenda for contract renewal for 2013 as follows:

1. Contract with the Chamber of Commerce to perform activities to promote tourism and provide visitor information services in Skamania County.
2. Contract with Columbia Gorge Interpretive Center, Inc to display and maintain County artifacts.
3. Contract with Senior Services, Inc to operate and maintain a Senior Services Center in North Bonneville.
4. Contract with Skamania County Council on Domestic Violence to provide assistance and counseling to residents.
5. Contract with Skamania County Economic Development Council to provide business recruitment and retention and community development activities in Skamania County.
6. Contract with Underwood Conservation District to provide natural resource technical assistance, workshops and services to landowners and residents.
7. Contract with Washington Gorge Action Programs for the operation of a food bank in Stevenson open to the public.
8. Contract with Attorneys Christopher Lanz, Joanne Gallagher and David J. Brown for legal representation of indigent persons entitled to representation in Superior Court at public expense.
9. Contract with Apex Transcription Service to provide transcription services for psychiatrists dictated clinical notes.
10. Contract with BTG Holding Group, Inc to provide supplemental computer and database software support for Community Health database.
11. Contract with Daniel Ferber, MD PC to provide medication management to mental health clients.
12. Contract with James M Patterson LCSW, Inc to provide mental health crisis and clinical services.

- 13. Contract with Lisa Westlund, LMHC to provide mental health crisis/on call services.
- 14. Contract with Cascade Software, Inc for software maintenance for WinCams.
- 15. Contract with TDJ, CPA to compile the annual report for the State Auditor’s Office and the indirect cost allocation plan.

Commissioner Richardson moved, seconded by Commissioner Anderson and motion carried unanimously to approve a contract with Washington Gorge Action Programs to provide homeless housing funding for the Transitional Housing Program and Shelter Program.

The meeting recessed at 5:47 p.m. and reconvened at 6:00 p.m., with Commissioners Pearce, Richardson and Anderson present.

A public hearing was held, continued from October 21, November 6, November 20, December 4 and December 11, 2012, for deliberations to consider adoption of Ordinance 2012-09 creating an Emergency Medical Services District, inclusive of the area normally referred to as Swift Area or North County, and appointment of the provider of those services within said district. There were no comments from the public. Commissioner Pearce moved, seconded by Commissioner Anderson and motion carried unanimously to adopt Ordinance 2012-09.

Commissioner Pearce moved, seconded by Commissioner Richardson and motion carried unanimously to approve Resolution 2012-79 assigning North Country Emergency Medical Services as the provider of services within the newly created Emergency Medical Services District One and establishing an ambulance contract for EMS District One.

The meeting adjourned at 6:05 p.m.

ATTEST:

**BOARD OF COMMISSIONERS
SKAMANIA COUNTY, WASHINGTON**

Commissioner

Commissioner

Clerk of the Board

Commissioner

Aye _____
Nay _____
Abstain _____
Absent _____

CHERIE FLOOD
SKAMANIA COUNTY TREASURER

PHONE 509-427-3760

P.O. Box 790
Stevenson, Washington 98648

January 2, 2013

Chairman of the Board
Skamania County Commissioners
Stevenson, Washington 98648

Dear Chairman:

Per RCW 36.48.010, I have designated Sterling Savings Bank, as a depository bank in which funds of Skamania County, held and required to be kept by me, may be deposited.

All investments shall be in qualified public depositories as set forth by the Public Deposit Protection Commission.

A list of all qualified public depositories where I may invest funds is attached to this letter.

Sincerely,



Cherie Flood
Skamania County Treasurer

PUBLIC DEPOSIT PROTECTION COMMISSION
Washington Public Depositories
Financial Information: September 2012 through November 2012
Bank Activity Footnoted through December 13, 2012

Depository Institution	Charter Location	09/30/2012 WA Public Deposits	10/31/2012 WA Public Deposits	11/30/2012 WA Public Deposits	09/30/2012 Washington Proportional Net Worth ¹	Net Worth Change From 06/30/2012
1st Security Bank of Washington	Mountlake Terrace, WA	\$ 732,146	\$ 732,316	\$ 732,469	\$ 47,605,000	70.62%
AmericanWest Bank	Spokane, WA	17,189,217	16,982,609	17,920,590	240,484,344	3.82%
Anchor Bank	Aberdeen, WA	9,022,506	9,437,068	7,933,618	52,800,000	0.98%
Baker-Boyer National Bank	Walla Walla, WA	20,111,162	20,580,456	20,339,054	39,923,568	2.49%
Bank of America, N.A.	Charlotte, NC	1,154,274,919	1,259,137,233	1,208,877,040	4,370,427,873	(0.13)%
Bank of Fairfield	Fairfield, WA	1,890,317	1,974,626	2,637,730	13,613,000	2.19%
Bank of the Pacific	Aberdeen, WA	28,018,412	28,266,654	30,377,148	78,902,780	2.20%
Bank of the West	San Francisco, CA	11,210,974	11,543,789	10,777,267	45,619,032	5.66%
Bank of Washington	Lynnwood, WA	853,014	883,002	1,028,490	15,512,000	(1.13)%
Banner Bank	Walla Walla, WA	104,623,462	102,765,818	110,187,845	385,331,660	(5.93)%
Business Bank	Burlington, WA	250,000	250,000	250,000	5,471,000	(8.92)%
Cashmere Valley Bank	Cashmere, WA	16,671,000	19,452,000	22,519,000	118,659,000	3.11%
Cathay Bank	Los Angeles, CA	2,380,227	2,376,916	2,369,540	39,062,301	8.88%
Central Valley Bank	Toppenish, WA	3,066,480	2,985,493	3,162,389	17,758,000	4.23%
Coastal Community Bank	Everett, WA	6,568,014	6,369,334	6,301,717	33,777,000	1.44%
Columbia State Bank	Tacoma, WA	225,536,543	265,576,716	265,633,104	553,431,140	0.84%
Commencement Bank	Tacoma, WA	11,162,526	11,167,750	11,170,510	17,920,961	1.20%
Commerce Bank of Washington, N.A.	Seattle, WA	5,848,774	6,033,432	7,175,847	83,257,694	0.26%
Community Bank	Joseph, OR	496,992	495,672	495,324	2,761,325	0.41%
Community First Bank	Kennewick, WA	3,588,695	3,478,663	3,760,491	20,433,804	1.65%
Core Business Bank	Bellevue, WA	2,415,000	2,415,000	2,415,000	6,262,980	(1.35)%
East West Bank	Pasadena, CA	94,584,625	94,558,561	94,530,334	116,330,081	6.35%
Eastside Commercial Bank, N.A.	Bellevue, WA	.....	.....	.....	3,542,000	(4.55)%
Farmers State Bank	Winthrop, WA	449,396	485,194	625,823	3,362,000	0.30%
Farmington State Bank	Farmington, WA	144,699	145,670	148,785	1,577,292	1.63%
Fife Commercial Bank	Fife, WA	89,910	119,730	130,139	10,193,354	(5.61)%
First Citizens Bank & Trust Company	Raleigh, NC	88,418,631	90,683,428	93,152,205	42,181,540	(5.00)%
First Federal Savings & Loan Assn.	Port Angeles, WA	30,490,248	29,014,318	29,668,442	78,453,000	0.80%
First Savings Bank Northwest	Renton, WA	3,779,232	2,731,217	1,839,033	149,216,101	0.40%
First Sound Bank	Seattle, WA	.....	.....	.....	5,565,000	34.55%
Fortune Bank	Seattle, WA	6,175,062	6,174,847	5,924,522	16,484,795	1.50%
Glacier Bank	Kalispell, MT	8,318,178	7,220,954	8,201,946	16,185,670	3.94% ²
Heritage Bank	Olympia, WA	65,765,736	65,541,117	61,324,713	164,461,991	4.28%
HomeTown National Bank	Longview, WA	.....	.....	.....	2,625,000	667.54%
Inland Northwest Bank	Spokane, WA	3,157,146	3,953,258	2,516,212	34,297,962	2.75%
Islanders Bank	Friday Harbor, WA	5,838,142	4,706,261	8,221,580	30,482,791	1.02%
KeyBank National Association	Cleveland, OH	666,728,830	759,719,686	666,925,600	1,539,121,279	(9.73)%
Kitsap Bank	Port Orchard, WA	35,525,493	53,351,517	43,336,168	103,457,000	0.87%
Lamont Bank of St. John	St. John, WA	1,394,000	1,280,593	1,314,067	4,506,000	0.22%
Liberty Bay Bank	Poulsbo, WA	844,720	842,010	837,914	6,652,000	(1.11)%
North Cascades National Bank	Chelan, WA	15,904,957	14,763,621	17,362,096	40,737,066	2.12%
Northwest Commercial Bank	Lakewood, WA	539,764	500,000	500,000	8,521,000	1.77%
Olympia Federal Savings & Loan Assn.	Olympia, WA	3,772	7,707	4,087	80,297,368	1.05%
One PacificCoast Bank, FSB	Oakland, CA	1,000,891	1,000,891	1,000,891	10,552,763	(5.04)%
Opus Bank	Redondo Beach, CA	98,649,273	107,581,321	141,754,136	455,931,202	74.03%
Pacific Continental Bank	Eugene, OR	2,922,742	2,929,208	2,887,894	27,552,342	9.47%
Pacific International Bank	Seattle, WA	.....	.....	.....	24,236,000	(2.02)%
Peoples Bank	Lynden, WA	11,339,500	10,157,195	9,543,400	128,519,588	(4.95)%
Plaza Bank	Seattle, WA	6,843,554	6,834,174	4,946,485	7,138,589	(0.25)%

PUBLIC DEPOSIT PROTECTION COMMISSION
Washington Public Depositories - Credit Unions

August 2012 through November 2012
 Credit Union Activity Footnoted through December 13, 2012

Depository Institution	Charter Location	11/30/2012 WA Public Deposits	10/31/2012 WA Public Deposits	09/30/2012 WA Public Deposits	08/31/2012 WA Public Deposits
CALCOE Federal Credit Union	Yakima, WA	\$ 0	\$ 0	\$ 0	\$ 0 ⁷
Columbia Credit Union	Vancouver, WA	5,599	9,020	6,816	7,020 ⁶
Fibre Federal Credit Union	Longview, WA	6,817	8,180	8,273	4,904 ⁹
Gesa Credit Union	Richland, WA	249,724	250,002	249,918	99,858 ¹
Numerica Credit Union	Spokane Valley, WA	55,723	65,770	92,620	0 ²
Puget Sound Cooperative Credit Union	Bellevue, WA	100,000	100,000	100,025	100,000 ⁴
Red Canoe Credit Union	Longview, WA	0	0	0	0 ⁸
Spokane Teachers Credit Union	Spokane, WA	0	0	0	0 ³
Whatcom Educational Credit Union	Bellingham, WA	0	0	0	0 ⁵
Grand Total, All Credit Unions		\$ 417,863	\$ 432,973	\$ 457,653	\$ 211,781

Footnotes:

- 1 July 1, 2011 -- Gesa Credit Union, Richland, WA - received final approval as a public depository.
- 2 July 27, 2011 -- Numerica Credit Union, Spokane Valley, WA - received final approval as a public depository.
- 3 October 3, 2011 -- Spokane Teachers Credit Union, Spokane, WA - received final approval as a public depository.
- 4 October 20, 2011 -- Puget Sound Cooperative Credit Union, Bellevue, WA - received final approval as a public depository.
- 5 March 27, 2012 -- Whatcom Educational Credit Union, Bellingham, WA - received final approval as a public depository.
- 6 July 16, 2012 -- Columbia Credit Union, Vancouver, WA - received final approval as a public depository.
- 7 July 24, 2012 -- CALCOE Federal Credit Union, Yakima, WA - received final approval as a public depository.
- 8 July 24, 2012 -- Red Canoe Credit Union, Longview, WA - received final approval as a public depository.
- 9 August 20, 2012 -- Fibre Federal Credit Union, Longview, WA - received final approval as a public depository.

Deposit Limitations:

- Governmental entities may deposit funds in any Washington State branch of public depositories listed. Total deposits by any one depositor in any one credit union may not exceed \$250,000 per RCW 39.58.240. Certificates of deposit are negotiable only between treasurers and /or public depositories.

Please Note:

This listing includes information received through December 13, 2012. If there are questions regarding any public depository or other matters relating to the Public Deposit Protection Act, contact Nancy Adams, PDPC Administrator, (360) 902-9077, Nancy.Adams@tre.wa.gov.

To accommodate persons with disabilities, this document is available in alternate formats by contacting the Office of the State Treasurer, Capitol Court Building, 1110 Capitol Way South, Room 260, Olympia, Washington 98504-0206.

CHERIE FLOOD
SKAMANIA COUNTY TREASURER

PHONE 509-427-3761

P.O. Box 790
Stevenson, Washington 98648

December 31, 2012

Skamania County Commissioners
Stevenson, WA 98648

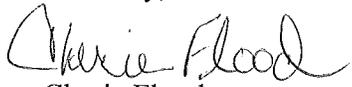
Under the provisions of RCW 84.69.020, Property Tax Refunds, the following petitioners were granted refunds during the year 2012:

1. FRANCES O'NEILL HELLER Parcel 03 75 36 1 0 0400 00
Reason: Qualification for senior exemption.
2011 \$460.70
2. TRAVIS R. PARKS Parcel 03 08 17 4 0 1301 00
Reason: Qualification for disability exemption.
2010 \$120.10
3. DENISE F. BAXTER OR ART R. HERNANDEZ Parcel 03 75 36 3 3 1400 00
Reason: Parcel split for Denise's qualification for a senior exemption.
2011 \$689.89
4. GLENN E. KIDNER Parcel 03 08 20 4 4 0801 89
Reason: Senior exemption changed from S3 to S2.
2012 \$391.18
5. BRIAN E. NAPPE Parcel 03 07 36 4 3 0600 00
Reason: Qualification for senior exemption.
2011 \$520.40
6. CHARLES A. CUNNINGHAM Parcel 01 05 06 1 0 0800 00
Reason: Qualification for senior exemption.
2011 \$1,771.73
7. WALTER & SHIRLEY MORAT, TRUSTEES Parcel 03 08 17 3 0 1423 00
Reason: Senior exemption changed from S2 to S1.
2012 \$361.85

8. IVAN W. HOWELL Parcel 02 07 02 4 1 0200 00
Reason: Qualification for senior exemption.
2010 \$421.73
9. IVAN W. HOWELL Parcel 02 07 02 4 1 0200 00
Reason: Qualification for senior exemption.
2011 \$448.28
10. BRIAN E. NAPPE Parcel 03 07 36 4 3 0600 00
Reason: Qualification for senior exemption.
2010 \$570.71
11. RUSSELL A. & KAREN A. HAJEK Parcel 01 05 05 0 0 0501 00
Reason: Qualification for senior exemption.
2010 \$488.55
12. RUSSELL A. & KAREN A. HAJEK Parcel 01 05 05 0 0 0501 00
Reason: Qualification for senior exemption.
2011 \$530.75
13. CLEOTILDE N. SANCHEZ & ARISTEO GOMEZ Parcel 90001410000000
Reason: Manifest error.
2007 \$74.38
14. CLEOTILDE N. SANCHEZ & ARISTEO GOMEZ Parcel 90001410000000
Reason: Manifest error.
2008 \$34.81
15. WILLIAM E. & MARIE HARNESS Parcel 02 05 19 2 0 0302 89
Reason: Senior exemption changed from an S3 to an S2.
2012 \$542.84
16. EUGENE E. ESCH Parcel 03 08 17 1 0 0802 89
Reason: Senior exemption changed from an S3 to an S2.
2012 \$78.24
17. TONY ALBY Parcel 04 07 35 0 0 0705 00
Reason: Senior exemption changed from an S3 to an S2.
2012 \$55.99
18. LORRAINE NIEDERT Parcel 03 07 36 1 4 2700 00
Reason: Senior exemption changed from an S2 to an S1.
2012 \$76.13

19. NELLIE L. LAHMANN Parcel 03 08 29 1 1 3000 00
Reason: Qualification for senior exemption.
2011 \$26.10
20. NELLIE L. LAHMANN Parcel 03 08 29 1 1 3000 00
Reason: Qualification for senior exemption.
2012 \$26.60
21. RUSSELL & TERRIE MAXWELL Parcel 03 08 26 0 0 0502 00
Reason: Qualification for disability exemption.
2010 \$422.91
22. RUSSELL & TERRIE MAXWELL Parcel 03 08 26 0 0 0502 00
Reason: Qualification for disability exemption.
2011 \$447.74
23. SUSAN J. SMITH Parcel 02 06 34 1 0 1800 00
Reason: Qualification for senior exemption.
2012 \$152.76
24. EDWARD J. & DIANE L. SWICK Parcel 03 10 03 0 0 0206 00
Reason: Qualification for disability exemption.
2011 \$2,301.50
25. EDWARD J. & DIANE L. SWICK Parcel 03 10 03 0 0 0206 00
Reason: Qualification for disability exemption.
2012 \$775.88
26. HERBERT STEVEN & HOPE CHUBB Parcel 03 09 15 0 0 0900 00
Reason: Qualification for senior exemption.
2011 \$591.26
27. MARGARET ROSE TURNER Parcel 02 05 31 2 0 0200 89
Reason: Qualification for senior exemption.
2012 \$2,295.09
28. ROGER A. BERGLUND Parcel 02 05 19 0 0 1309 00
Reason: Qualification for senior exemption.
2012 \$230.26
29. KAREN GOODE FITZSIMONS Parcel 02 05 34 2 0 1500 00
Reason: House destroyed by fire 10/9/2012.
2012 \$372.96

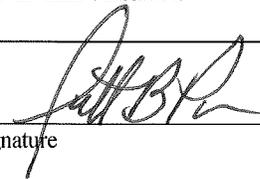
Sincerely,

A handwritten signature in cursive script that reads "Cherie Flood". The signature is fluid and matches the typed name below it.

Cherie Flood

Skamania County Treasurer

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	GENERAL SERVICES Department	 Signature
<u>AGENDA DATE</u>	Wednesday, January 2, 2013	
<u>SUBJECT</u>	Interlocal Agreement for Promotion of Events Skamania County & City of Stevenson – 2013 FY	
<u>ACTION REQUESTED</u>	APPROVE CONTRACT	

SUMMARY/BACKGROUND

The following is an Interlocal Agreement for Promotion of Three Events in Stevenson to Attract Tourists. Expenditures are recognized by the General Services Department and reimbursed to the Department by the City of Stevenson, monthly. This agreement covers the annual Skamania County Fair, the Columbia Gorge Bluegrass Festival, and a new spring bluegrass concert event.

FISCAL IMPACT

Promotional costs are budgeted at \$18,000.00

RECOMMENDATION

Approve contract.

LIST ATTACHMENTS

Interlocal Agreement

REFERENCE

Auditor File # 2012407750

Auditor File # 2011406208

**INTERLOCAL AGREEMENT BETWEEN
SKAMANIA COUNTY AND THE CITY OF STEVENSON
FOR PROMOTION OF TWO EVENTS IN STEVENSON
TO ATTRACT TOURISTS**

THIS AGREEMENT is entered into between Skamania County, a municipal corporation, hereinafter referred to as “**GENERAL SERVICES DEPARTMENT**”, and the City of Stevenson, a municipal corporation, hereinafter referred to as the “**CITY**” for purposes hereinafter mentioned:

WHEREAS, the City is the recipient of Hotel/Motel Funds, for the promotion of travel and tourism, for the marketing and operation of special events and festivals and for related tourist activities in Stevenson,

WHEREAS, the City wishes to increase publicity about the City to attract visitors to the local region, to increase overnight stays at our local hotels, inns and lodges and to encourage tourism expansion,

WHEREAS, the City and the County and its Department of General Services mutually agree that the County can provide promotional information for events described in Exhibit “A” that will increase tourism; and

NOW, THEREFORE, BE IT RESOLVED, that the City and the County through this interlocal agreement pursuant to RCW 39.34.080 shall act in consideration of the terms and conditions set forth below:

1. Department of General Services shall: Design and conduct promotion for three tourist events/festivals. (See Exhibit A for details.)
2. Completion: All work shall be completed by December 31, 2013. To meet reporting requirements set by Substitute Senate Bill 5647 the contractor, General Services Department, must submit to the City a completed copy of the Lodging Tax Report for each of the two events described in Exhibit A. A copy of the Lodging Tax Report is attached. Final payment on the contract will be withheld until receipt of report. In addition, the Tourism Advisory Committee (TAC) has asked event and festival contractors to list the other private/public sponsors contributing to your festival/event. In 2013 the TAC will be prioritizing contracting with those events and festivals with a diversity of funding sources.
3. Term: The term of this agreement shall begin January 1, 2013 and end upon the completion of the project no later than December 31, 2013.
4. Payment: The sum to be paid shall not exceed \$18,000 and will be reimbursed as described in Exhibit “A”.
5. Termination and Waiver: Upon default by either party of any of the terms of this agreement, the non-defaulting party may terminate the agreement after written notice to the defaulting party. Failure by the non-defaulting party to exercise the right to terminate or take any action upon default shall not constitute a waiver of any rights of the non-defaulting party hereunder and shall not excuse any such default. However, upon default and termination, the non-defaulting party is excused from further performance hereunder.
6. Financial Records: General Services Department shall maintain financial records of all transactions related to this agreement for six (6) years after contract completion. The financial records shall be made available at all times for auditing by any City, State of Washington or Federal Auditors.
7. Status of General Services Department: It is hereby understood, agreed and declared that General Services Department is an independent contractor and not be the agent or employee of City and

that no liability shall attach to City by reason on entering into this agreement, except as may be provided herein.

8. Liability: General Services Department shall indemnify and save harmless City from any and all liability arising hereunder, including costs, damages, expenses and legal fees incurred by City in connection therewith, for injury (including death) to persons or damage to or loss of property (including equipment) caused by or arising out of persons attending the events described in Exhibit "A" and/or out of the work performed under this agreement.
9. Assignment: This agreement shall not be transferred, assigned, or sublet by either party without prior written consent of the other party.
10. Completeness of Agreement and Modification: This document contains all of the terms and conditions of this agreement, and any alterations or variation of the terms of this agreement shall be invalid unless made in writing and signed by both of the parties hereto. There are no other understandings, representations, or agreement, written or oral, not incorporated herein.
11. Equal Opportunity and compliance With Laws: General Services Department shall not discriminate against any employee employed under this agreement because of race, color, religion, age, sex or national origin. Further, General Services Department shall comply with all local, state and federal laws and regulations in all aspects of fulfilling this agreement.
12. Governing Law and Venue: The laws of the State of Washington shall govern the construction of this agreement and any dispute arising hereunder. The parties agree that Skamania County shall be the venue for any litigation brought in relation to this agreement.
13. Costs and Attorney Fees: If either party shall be in default under this contract, the non-defaulting party shall have the right, at the defaulting party's expense, to retain an attorney to make any demand, enforce any remedy, or otherwise protect or enforce its rights under this contract. The defaulting party hereby promises to pay all cost and expenses so incurred by the non-defaulting party, including without limitation, reasonable attorney costs and fees and the failure of the defaulting party to promptly pay the same shall constitute a further and additional default. In the event either party hereto institutes, defends, or is involved with any action to enforce the provisions of this contract, the prevailing party in such action shall be entitled to reimbursement by the losing party for its court costs and reasonable attorney costs and fees.
14. Certification of Authority: The parties hereby certify that the person executing this agreement on behalf of City and General Services Department, have legal authority to enter into this agreement on behalf of City and General Services Department, and are able to bind City and General Services Department, in a valid agreement on the terms herein.
15. Interlocal Agreement Representations

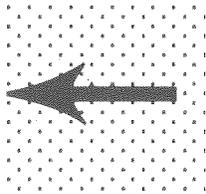
This is an interlocal agreement pursuant to RCW Ch 39.34 and the parties make the following representations:

- a. Duration. This AGREEMENT shall terminate on December 31, 2013 or sooner as provided in paragraph 3.0, above.
- b. Organization. No new entity will be created to administer this agreement.
- c. Purpose. The purpose is to enable the City of Stevenson to contract with Skamania County for event promotion.
- d. Manner of Financing. The City intends to finance this agreement in cash as part of its Tourism Promotion Fund budget.
- e. Termination of Agreement. The parties shall have the right to terminate this agreement as provided in paragraph 5.0, above.

- f. Other. All terms are covered by this Agreement. No additional terms are contemplated.
- g. Selection of Administrator. The City of Stevenson City Administrator shall be the Administrator for this Interlocal Agreement.
- h. Filing. Prior to its entry into force, this agreement shall be filed with the Skamania County Auditor or, alternatively, listed by subject on a public agency's web site or other electronically retrievable public source.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the _____ day of _____, 2013.

BOARD OF COUNTY COMMISSIONERS
SKAMANIA COUNTY, WASHINGTON



ATTEST:

City of Stevenson, Mayor

Clerk to the City Council

APPROVED AS TO FORM:
Attorney for the City

Chairman

Commissioner

Commissioner

Clerk of the Board

APPROVED AS TO FORM:
Prosecuting Attorney

EXHIBIT A

Tourism Promotional Services

Program 1. Skamania County Fair August \$4000

The program seeks to increase the number of visitors from out of area to Stevenson for the annual Skamania County General Services Department. The Fair draws from the Mid-Columbia River Gorge, Portland/Vancouver and the I-5 corridor areas. In addition to area hotels/motels, the fair draws campers to the fairgrounds property (which collects local lodging taxes on stays). Non-local residents are exposed to Stevenson and encouraged to make return visits to the area. The 2012 counts estimated 24,000 guests.

Contracted services include downtown street banners, on site banner(s), posters and handbills, print ads in local/regional publications including the Skamania Guide and the Columbian's annual *Discover the Northwest*, radio spots on Gorge Radio Bicoastal media, fair trade shows, a regularly updated web site, promotional merchandise including event t-shirt, stickers, hoodies and hats, and other similar program expenses. Whenever possible the County should use promotional materials that advertise the City of Stevenson as the destination. Skamania County General Services Department will maintain a reciprocal link with the Chamber of Commerce web site at www.skamania.org and the SBA web site at www.cityofstevenson.com. Effectiveness will be evaluated by event attendance and comments.

Program 2. Columbia Gorge Bluegrass Festival July \$9000

The Festival returns for its sixth year as a remake of the Columbia Gorge Bluegrass Festival. It is a Stevenson tradition that Skamania County General Services Department looks forward to perpetuate its growth and expansion. The event draws both campers and hotel stays and is a very successful event for Stevenson businesses with over 5800 in attendance for the 2012 event.

Promotional plans include downtown street banners, web site maintenance and development costs, bi-monthly Festival newsletter, a Facebook campaign, posters and handbills, program guides, sponsor solicitation, promotional codes, promotional merchandise including event t-shirt, stickers, hoodies and hats, trade show vendor booth participation and promotion at similar events (River City & Wintergrass), newspaper and periodical advertisement (*Discover the Northwest & Willamette Week*), radio ads in KBOO-community radio, a QRC presence, with KAOS Radio in Olympia, WA and other program expenses. As an effort to expand visits to the downtown core the event will implement a "Passport to Stevenson" Program. Whenever possible the County will use promotional materials that advertise the City of Stevenson as the destination. Costs for the updating and maintenance of a web site promoting the event with reciprocal links to the Chamber of Commerce web site at www.skamania.org and the SBA web site at www.cityofstevenson.com are an allowed cost. The Effectiveness will be evaluated by event attendance and comments and by information provided during ticket sales.

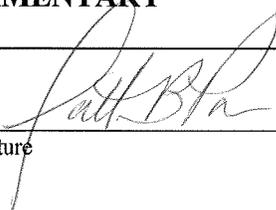
Program 3. Stevenson Spring Bluegrass Event April \$5000

This is a new event. Promotional plans include downtown street banners, web site maintenance and development costs, bi-monthly Festival newsletter, a Facebook campaign, posters and handbills, program guides, sponsor solicitation, promotional codes, promotional merchandise including event t-shirt, stickers, pint glasses, hoodies and hats, trade show vendor booth participation and promotion at similar events (River City & Wintergrass), newspaper and periodical advertisement (*Discover the Northwest & Willamette Week*), radio ads in KBOO-community radio, a QRC presence, with KAOS Radio in Olympia, WA and other program expenses. Whenever possible the County will use promotional materials that advertise the City of Stevenson as the destination. Costs for the updating and maintenance of a web site promoting the event with reciprocal links to the Chamber of Commerce web site at www.skamania.org and the SBA web site at www.cityofstevenson.com and other event management expenses are an allowed cost. The Effectiveness will be evaluated by event attendance and comments and by information provided during ticket sales.

TOTAL COST: \$18,000

(Contract will allow movement of funds within programs, not to exceed a total of 10% of contract. Note! Whenever possible and/or appropriate the County should list the cityofstevenson.com on its promotional pieces, and include the "Make Tracks" theme).

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	<u>GENERAL SERVICES</u>	
	Department	Signature
<u>AGENDA DATE</u>	WEDNESDAY, JAN. 2, 2013	
<u>SUBJECT</u>	Contract – Mark Day RENEWAL	
<u>ACTION REQUESTED</u>	Approve Contract	

SUMMARY/BACKGROUND

General Services seeks to find new and diverse programming related to our fitness schedule.

Mark Day has been a Tae Kwan Do Instructor with us for several years. This contract renews the current terms.

FISCAL IMPACT

Contractor would be paid 80% of total programming fees collected each month.

RECOMMENDATION

Approve contract.

LIST ATTACHMENTS

Contract – Mark Day

REFERENCE

2011407450 (11/09/11)

**SKAMANIA COUNTY - PROFESSIONAL SERVICE CONTRACT BETWEEN
SKAMANIA COUNTY
AND Mark Day
(2012)**

THIS CONTRACT, by and between **SKAMANIA COUNTY**, a municipal corporation, hereinafter referred to as the "**COUNTY**", and **MARK DAY** hereinafter referred to as the "**CONTRACTOR**",

WITNESSETH THAT:

1. **AUTHORITY TO CONTRACT.**

A. The **CONTRACTOR** covenants that the person whose signature appears as the representative of the **CONTRACTOR** on the signature page of this contract is the **CONTRACTOR'S** contracting officer and is authorized to sign on behalf of the **CONTRACTOR** and, in addition, to bind the **CONTRACTOR** in any subsequent dealings with regard to this contract, such as modifications, amendments, or change orders.

B. The **CONTRACTOR** covenants that all licenses, tax I.D. Nos., bonds, industrial insurance accounts, or other matters required of the **CONTRACTOR** by federal, state or local governments in order to enable the **CONTRACTOR** to do the business contemplated by this agreement, have been acquired by the **CONTRACTOR** and are in full force and effect.

C. The **COUNTY** represents that the services contracted for herein have been, or will be, appropriately budgeted for and that the **COUNTY** has the authority to contract for such services; that the contracting officer for the **COUNTY** is **Scott Pineo, Director of Facilities & Recreation**; provided that changes that require a change in the amount of the contract price, shall require the approval of the Skamania County Board of Commissioners.

2. **INDEPENDENT CONTRACTOR STATUS.**

A. The parties intend the **CONTRACTOR** to be an independent contractor, responsible for its own employer/employee benefits such as Workman's Compensation, Social Security, Unemployment, and health and welfare insurance. The parties agree that the **CONTRACTOR'S** personal labor is not the essence of this contract; that the **CONTRACTOR** will own and supply its own equipment necessary to perform this contract; that the **CONTRACTOR** will employ its own employees; and that, except as to defining the work and setting the parameters of the work, the **CONTRACTOR** shall be free from control or direction of the **COUNTY** over the performance of such services.

B. The **CONTRACTOR** represents that it is capable of providing the services contracted for herein; that it is the usual business of the **CONTRACTOR** to provide such services.

3. **SERVICES TO BE RENDERED.**

A. The work to be performed by the **CONTRACTOR** consists of those services that are fully described in the contract documents marked Attachment A, consisting of a total of 1 pages, attached hereto, and by this reference incorporated herein.

B. Amendments, modifications, or change orders to this contract must be in writing and signed by the parties designated in this contract to be the contracting officers; provided that, change orders affecting the total contract price must be signed by the Board of Commissioners for the **COUNTY**.

4. **TERMS OF CONTRACT**

The contract shall begin on **January 1, 2013** and terminate on **December 31, 2013**; PROVIDED that, in the event this contract is a personal services contract, not exempt under Chapter 39.29 of the Revised Code of Washington, this contract shall not be effective until the requirements of said statute have been met. The County may terminate this contract earlier upon five (5) days written notice.

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

Per RCW 39.08.010, the Contractor shall provide a non-corporate surety bond for performance and payment guarantee in the full amount of the contract or in lieu of the bond, the County, at the request of the contractor, may retain fifty percent of the contract amount for a period of thirty days after the date of final acceptance, or until receipt of all necessary releases from the department of revenue and the department of labor and industries and settlement of any liens filed under chapter 60.28 RCW, whichever is later and applicable. Said bonds shall be delivered to the County business office prior to the commencement of work and not later than fifteen (15) calendar days after notification of award of bid.

6. **PAYMENTS FOR SERVICES.**

A. The consideration for the services to be performed by the **CONTRACTOR** shall not exceed **80% of Fees Collected** including Washington sales tax, and shall be paid as outlined below or in Attachment A.

B. Payment on the account of the contracted services shall be made not more than monthly, based on submission by the **CONTRACTOR** to the **COUNTY'S** contracting officer of reports and invoices describing the services performed in sufficient detail to enable the **COUNTY'S** contracting officer to adequately determine the services for which payment is sought. Payment is due within thirty (30) days of submission of accepted detailed invoice.

C. The **CONTRACTOR** agrees that funds received from the **COUNTY** can be expended for only public purposes and the **CONTRACTOR** will keep identifiable financial and performance books and records of all funds received pursuant to this contract from the **COUNTY** detailing the receipts and expenditures of such funds; that these detailed accounting records shall be made available at all reasonable times to any county, state, or federal auditor, whose duties include auditing these funds.

7. **INSURANCE**

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

8. **INDEMNIFICATION**

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

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

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

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

9. **GOVERNING LAW.**

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

10. **ASSIGNABILITY.**

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

11. **EQUAL EMPLOYMENT OPPORTUNITY.**

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

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

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

12. **NONCOMPLIANCE WITH NONDISCRIMINATION PLAN**

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

13. **DISPUTES**

Except as otherwise provided in this contract, when a genuine dispute arises over an issue related to the contract between the **COUNTY** and the **CONTRACTOR** and it cannot be resolved, either party may submit a request for a dispute resolution to the Board of County Commissioners. The parties agree that this resolution process shall precede any action in a judicial and quasi-judicial tribunal. A party's request for a dispute resolution must:

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

14. **WAGE AND HOUR COMPLIANCE.**

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

15. **DEFAULT/TERMINATION/DAMAGES.**

- A. The parties hereto agree that TIME IS OF THE ESSENCE of this contract.
- B. If the **CONTRACTOR** shall fail to fulfill in a timely manner any of the covenants of this agreement, the **COUNTY** shall have the right to terminate this agreement by giving the **CONTRACTOR** seven (7) day's notice, in writing, of the **COUNTY'S** intent to terminate and the reasons for said termination. And in the event of any such termination the **CONTRACTOR** shall be liable for the difference between the original contract and the replacement or cover contract as well as all administrative costs directly related to the replacement contract; that in such event the **COUNTY** may withhold from any amounts due the **CONTRACTOR** for such

work or completed services any balances due the Contractor, and said amounts shall be used to totally or partially offset the COUNTY'S damages as a result of the CONTRACTOR'S breach to the extent they are adequate.

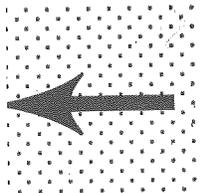
C. Either party may cancel the contract, without fault, by giving the other party 14 days written notice.

16. **OWNERSHIP OF WORK PRODUCTS.**

Upon completion of the project or termination for whatever reason, all finished and unfinished documents, data, studies, drawings, service maps, models, photographs and other work product resulting from this agreement shall become the COUNTY'S property.

17. **CRIMINAL HISTORY CHECKS**

The CONTRACTOR agrees to assure a criminal history check for all individuals in supervisory positions with minors (including but not limited to instructors, coaches and assistant coaches) has been completed prior to unsupervised contact with a minor. The CONTRACTOR further agrees to provide the COUNTY with evidence of a criminal history check for each individual.



IN WITNESS WHEREOF, the COUNTY has caused this Contract to be duly executed on its behalf, and thereafter the CONTRACTOR has caused the same to be duly executed on its behalf.

DATED: _____, 2012.

SKAMANIA COUNTY
BOARD OF COMMISSIONERS

Chairman

Mark Day 12/18/12

Mark Day Date

Commissioner

Commissioner

APPROVED AS TO FORM ONLY:

Prosecuting Attorney

ATTEST:

Clerk of the Board

Attachment "A"
Mark Day Contract

WORK TO BE COMPLETED BY CONTRACTOR:

INSTRUCTION SERVICES

CONTRACTOR will provide services listed below, and additional services upon mutual agreement between the COUNTY and the CONTRACTOR

- Develop and instruct the Skamania County Facilities and Recreation Tae Kwan Do program, or other similar martial arts programs as mutually agreed upon
- Assist with class registration, attendance and payment records by way of a mutually agreed upon process.

PAYMENT TERMS

- Contractor will receive 80% of all class registration fees collected
- Payment will be made to Contractor on a monthly basis

INSURANCE REQUIRMENTS

- Contractor is required to provide Liability Insurance as per the Professional Services contract.

CLASS CANCELLATION & MINIMUM PARTICIPATION LEVELS

- County and Contractor shall determine, by mutual agreement the dates and participation level for classes as described below:
 - Minimum participation level will be determined per class proposed
 - Class cancelation date will be five (5) working days prior to the proposed start of classes should the minimum participation level/registrations not be met at that time