

**SKAMANIA COUNTY BOARD OF COMMISSIONERS**  
**Skamania County Courthouse**  
**240 NW Vancouver Ave. Lower Level, Room 18**  
**Stevenson, WA 98648**  
**Agenda for November 10, 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**

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**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](mailto:slack@co.skamania.wa.us)**

**Tuesday, November 10, 2020**

9:00 AM            Staff Meeting

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. Minutes for meeting of September 29, 2020
2. Minutes for meetings of October 6-8, 2020
3. Minutes for meeting of October 13, 2020
4. Indirect Cost Allocation Rate for 2020-2023
5. Set a Public Hearing for 5:30 p.m. on December 15, 2020 to take public comment and consider the 2021-2026 Six Year Transportation Improvement Program
6. Memorandum of Understanding with Skamania County Sheriff’s Office to provide polygraph services for clients of the Juvenile Department
7. Contract with Vancouver Guidance Clinic for evaluations and treatment for clients of the Juvenile Department
8. Agreement with Northwest Pump for software, setup, training and upgrades to Skamania County fuel sites
9. Contract with Area Agency on Aging & Disabilities of Southwest Washington for MIPPA outreach
10. Service Level Agreement with Washington Technology Solutions for state-wide consortium for high quality imagery

Voucher Approval

Meeting Updates (May be continued later in the meeting if more time is needed)

10:00 AM            Department Head Reports

**(Continued Next Page)**

**BOCC Agenda for 11-10-20 (Continued)**

11:00 AM Workshop with Community Development to discuss final adoption of the Shoreline Master Program, and Comprehensive Plan Update

Lunch

1:30 PM Board of Health

5:30 PM Public Hearing to receive public comments and consider adoption of the 2021 Preliminary Budget

Set a public hearing for 5:30 p.m. Tuesday, December 15, 2020 to consider adoption of the 2021 Final Budget and to consider setting the Current Expense and County Road Property Tax Levies

Adjourn

**BOARD OF SKAMANIA COUNTY COMMISSIONERS**  
**Skamania County Courthouse**  
**240 NW Vancouver Ave. Lower Level, Room 18**  
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**Minutes for Meeting of September 29, 2020**

The Commissioners' business meeting was called to order at 9:30 a.m. on September 29, 2020 at the Commissioners' Meeting Room, 240 NW Vancouver Avenue in Stevenson, with Commissioners Richard Mahar, Tom Lannen and Robert Hamlin, Chair present.

The Pledge of the Allegiance was led by Vicki Clelland, Skamania County Treasurer.

Joe Kear, West End resident and Sallie Tucker-Jones, West End resident commented on proposed Ordinance 2020-06, An Ordinance Adopting Various Amendments the Subdivision Code (Title 17), Zoning Code (Title 21), and SEPA Code (Title 16). A point of order was called by Chair Hamlin when Sallie Tucker Jones exceeded the allotted time of 3 minutes for public comment.

Joe Kear, West End resident also submitted a written comment opposing proposed Ordinance 2020-06.

The Board meeting moved briefly to the Courthouse Lawn to adhere to social distancing rules for the presentation of a 25-years of service plaque to Skamania County Treasurer, Vickie Clelland.

Commissioner Lannen moved, seconded by Commissioner Mahar to approve the Consent Agenda as follows:

1. Minutes for meeting of September 9, 2020
2. Minutes for meeting of September 15, 2020
3. Resolution 2020-30 Distribution of Federal Forest Fund Receipts from Treasurer's Trust
4. Set public hearing for October 27, 2020 to consider Supplemental Budget #4 to the 2020 Budget
5. Ordinance 2020-06, Adopting various amendments to the County's Subdivision Code (Title 17), Zoning Code (Title 21), and SEPA Code (Title 16)
6. Contract with Skamania County Chamber of Commerce for tourism promotion using Hotel/Motel funds
7. Contract with Skamania County Public Works for the Exhibit Hall and Midway Restroom project using .09 Distressed County funds to help pay for the project

Commissioner Mahar moved, seconded by Commissioner Lannen and the motion carried unanimously to approve vouchers for the period dated September 29, 2020 in the amount of \$245,951.78 with \$123,887.04 being Current Expense, covering warrants numbers 178450 through 178512.

Emily Stevenson, Noxious Weed Program Manager reported on the field season. She reported 5 summer staff are still on board. They are working on project monitoring and follow up. She also reported on fall treatments of perennials and the effect the Big Hollow fire on weed control because of road closures in planned treatment areas. The possibility of contracts for weed treatment in the Gifford Pinchot were discussed as well as other items including treatment near shorelines and a newly discovered weed called Japanese Hedge Parsley.

The Board reported on various meetings they attended. Commissioner Hamlin reported meeting with Alex Hays, Manager of Community Events and Recreation to discuss rental rates at the Fairgrounds. He also met

with Tim Elsea, Public Works Director, and Phil Dodd of the Wind River Trust. He reported on a webinar regarding statewide broadband updates and a Mid-Columbia Economic Development District

The Board met for Department Head reports.

- Tim Elsea, Public Works Director/County Engineer reported on COVID 19, a webinar he attended concerning FEMA funding changes. He also reported on PPE Shields, and potential CARES match for FEMA funding. He also reported on the new panic system and a walk through with consultants. Other items the discussion was the Courthouse Plaza project and the need for a Request for Proposals for a consultant to manage the project. He reported on the DNR project on Forest Service Road 25 that will wait until 2021. He reported on an Assistant Building Official position to begin January 1, 2021. In the IT Department hardware has been ordered and a potential date of project complete is October 31, 2020. In Wind River Business Park updates Tim reported on the Biomass lease. He also reported the Burn Ban will be in effect until October 1, 2020.
- Tamara Cissel, Community Health Deputy Director reported on Developmental Disabilities Advisory Board, SWACH COVID Care Coordination meeting, and partnership programs. She also reported a supplemental budget for Community Health will be submitted, and she reported on an Emergency Preparedness meeting.

The Board held an Executive Session beginning at 10:30 a.m., pursuant to RCW 42.30.110(1)(g), performance of a public employee for 30 minutes. At 11:00 a.m. the Chair announced 5 more minutes would be needed.

The meeting recessed at 11:10 a.m. and reconvened at 11:15 a.m. the same day with Commissioners Richard Mahar, Tom Lannen and Robert Hamlin, Chair present.

The Board held a workshop to discuss CARES funding with the Financial Management Group. Heidi Penner, Financial Management Administrator reported she submitted the first remittance for reimbursement to the Department of Commerce in the amount of \$19,582.49. Uses for the remaining of the funds was discussed.

The Board participated in a workshop for analysis of the 2021 Preliminary Budget by department. They discussed Superior Court budgets, including the Trial Court Improvement fund and Public Defender budget. Annual operating transfers to District Court from the Trial Court Improvement fund were discussed and explained. They also discussed the Community Health budget, and the Homeless Housing fund. Object codes for ER & R in the Community Health budget were discussed, a potential warming shelter and Behavioral Health Court were discussed and an increase in revenues due to recording fees being up.

The meeting recessed at 12:11 p.m. and reconvened at 1:30 p.m. the same day with Commissioners Richard Mahar, Tom Lannen and Robert Hamlin, Chair present.

The Board reported on meetings they attended. Commissioner Mahar reported on Pathways Advisory Board, Trauma Council, North Country EMS, a call with Representative Gina Mosbrucker, and Area Agency on Aging and Disabilities of Southwest Washington. Commissioner Lannen met with constituents on various issues including right of ways. He also corresponded with the Department of Natural Resources regarding revenue from timber sales. He reported on Incident Command, and Columbia River Gorge Interpretive Center. He also took part in a legal call regarding sustainable harvest, a call with Representative Mosbrucker, and Timber Counties.

The Board participated in a workshop for analysis of the 2021 Preliminary Budget by department. They discussed budgets in the Public Works Department including Buildings and Grounds, IT, Planning, Cable TV, Wind River Business Park,

The meeting recessed at 2:31 p.m. and reconvened at 2:36 p.m. the same day with Commissioners Richard Mahar, Tom Lannen and Robert Hamlin, Chair present.

The Board held an Executive Session pursuant to RCW 42.30.110(1)(i), potential litigation with Adam Kick, Prosecutor, and Tim Elsea, Public Works Director for 25 minutes. The meeting ended at 3:00 p.m.

Commissioner Lannen updated the Board on Forest Service litigation concerning critical habitat. Commissioner Lannen moved, to join Lewis and Klickitat Counties and approve payment of the cost of a consultant to prepare analysis for comment on proposed rule regarding revised designation of critical habitat for the Northern Spotted Owl. Each County will pay 1/3 of the total cost up to \$2,000. The motion was seconded by Commissioner Mahar and the motion carried unanimously.

The meeting recessed at 3:08 p.m. and reconvened at 3:15 p.m. the same day with Commissioners Richard Mahar, Tom Lannen and Robert Hamlin, Chair present.

The Board participated in a workshop for analysis of the 2021 Preliminary Budget by department. They discussed County Roads, Cumulative Reserve County Road, Capital Improvements, Capital Improvements REET, and .09., Solid Waste, and the Building and Environmental Health budgets. They also discussed the ER & R funds.

The meeting recessed at 4:34 p.m. and reconvened at 9:33 a.m. the next day, Wednesday, September 30, 2020 at 9:33 a.m. with Commissioners Richard Mahar, Tom Lannen and Robert Hamlin, Chair present.

The Board participated in a workshop for analysis of the 2021 Preliminary Budget by department. They discussed all budgets for Probation, Assessor, Senior Services, District Court, Treasurer, and Auditor's office.

The meeting recessed at 10:55 a.m. and reconvened at 1:37 p.m. the next day, Thursday, September 30, 2020 at 9:33 a.m. with Commissioners Richard Mahar, Tom Lannen and Robert Hamlin, Chair present.

The Board participated in a workshop for analysis of the 2021 Preliminary Budget by department. They discussed County Clerk, Juvenile, Community Events and Recreation. Commissioner Hamlin left the meeting. They discussed budgets for Human Resources, and Prosecutor. Commissioner Hamlin returned to the meeting. Other budgets discussed were Noxious Weed, and Commissioners.

The meeting recessed at 3:45 p.m. and reconvened the same day at 3:47 p.m. with Commissioners Richard Mahar and Tom Lannen, Vice Chair present.

The Board participated in a workshop for analysis of the 2021 Preliminary Budget by department. The Board discussed the Cumulative Reserve funds, Affordable Housing, Nuisance Control, and the Title III fund. Commissioner Hamlin joined the meeting at 4:15 p.m.

The meeting recessed at 4:16 p.m. and reconvened the same day at 4:30 p.m. with Commissioners Richard Mahar, Tom Lannen, and Robert Hamlin, Chair present.

The Board held an Executive Session pursuant to RCW 42.30.110(1)(g), performance of a public employee for 30 minutes. At 5:00 p.m. the Chair announced they would be in session for 5 more minutes. At 5:07 p.m. the meeting ended.

The meeting adjourned at 5:07 p.m.

**ATTEST:**

**BOARD OF COMMISSIONERS  
SKAMANIA COUNTY, WASHINGTON**

\_\_\_\_\_  
**Commissioner**

\_\_\_\_\_  
**Commissioner**

\_\_\_\_\_  
**Clerk of the Board**

\_\_\_\_\_  
**Commissioner**

Aye \_\_\_\_\_  
Nay \_\_\_\_\_  
Abstain \_\_\_\_\_  
Absent \_\_\_\_\_

**BOARD OF SKAMANIA COUNTY COMMISSIONERS**  
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**Minutes for Meeting of October 6-8, 2020**

The Commissioners' business meeting was called to order at 9:30 a.m. on October 6, 2020 at the Commissioners' Meeting Room, 240 NW Vancouver Avenue in Stevenson, with Commissioners Richard Mahar, Tom Lannen and Robert Hamlin, Chair present.

The Pledge of the Allegiance was led by Bruce Barnes of Vancouver, WA.

Bruce Barnes, a resident of Vancouver, WA and cabin owner at Spirit Lake asked the Commissioners to take a stand against a blockage of the use of E-Bikes by Pacific Corporation.

Mary Repar, Home Valley resident voiced concerns that the Sheriff may have intentions of forming a Sheriff's posse, following Sheriff Songer of Klickitat County. She also reported that there are no mask requirements at the Sheriff's Office and that it should be posted on public doors. She also commented on the location of the Board of Health agenda on the Commissioners' web page.

Commissioner Lannen moved, seconded by Commissioner Mahar and the motion carried unanimously to approve a proclamation for Domestic Violence Awareness Month.

Commissioner Mahar moved, seconded by Commissioner Lannen and the motion carried unanimously to approve a proclamation for National 4-H Week.

Commissioner Mahar moved, seconded by Commissioner Lannen to approve the Consent Agenda as follows:

1. Resolution 2020-32, Updating the Community Action Plan
2. Designated Crisis Responder approval letter
3. Federal Certification for Community Health to receive CARES funds directly
4. Contract Amendment #16 with Department of Health for Consolidated Contract 2018-2020
5. Washington State Department of Transportation Title VI Annual Report for 2019-2020

Commissioner Lannen mentioned that he would like further discussion at another time regarding item #1, Resolution 2020-32, Updating the Community Action Plan. The motion carried unanimously.

Commissioner Mahar moved, seconded by Commissioner Lannen and the motion carried unanimously to approve vouchers for the period dated October 10, 2020 in the amount of \$377,235.68 with \$140,454.72 being Current Expense, covering warrants numbers 178513 through 178559.

Commissioner Lannen moved, seconded by Commissioner Mahar and the motion carried unanimously to approval payroll for October 10, 2020 in the amount of \$606,964.83, with Current Expense being \$364,739.08 covering payroll warrant numbers 42897-42918, and direct deposit numbers 66576-66755.

Commissioner Lannen moved, seconded by Commissioner Mahar and the motion carried unanimously to approve a new COVID 19 Coordinator job description effective March 1, 2020 and set the salary at Range 23. Discussion included the need to adjust job duties of the Community Events and Recreation Manager during the pandemic.

Commissioner Lannen moved, seconded by Commissioner Mahar and the motion carried unanimously to approve a new Assistant Building Official job description, set the salary at Range 25, and authorize the department to work with Human Resources to begin advertising for the position. Discussion with Tim Elsea, Public Works Director, included evolution of the Building Department, city contracts, hiring date not to be before January 1, 2021, budgeting in 2021 for the position, and potential training of the position.

The meeting recessed at 9:57 a.m. and reconvened on the same day at 10:00 a.m. with Commissioners Richard Mahar, Tom Lannen, and Robert Hamlin, Chair present.

The Board reported on various meetings they attended. Commissioner Lannen reported on meetings with Timber Counties, R6 Forest Superior Glenn Casamasa, and Bill Peach of the Board of Natural Resources. He also discussed Open Government software, and meeting with Kevin Waters, Executive Director of the Economic Development Council to discuss CARES funding. He also participated in a call with Representative Gina Mosbrucker, and a WSAC Administrators call relating to CARES funding. Commissioner Mahar reported on Governor Inslee's media conference, and a call with Representative Mosbrucker in which airline furlough and public utility bills were discussed. He also reported on a Lower Fish Recovery Board meeting discussing forest management and fish recovery, stream buffers, and policy updates. Commissioner Hamlin reported on a meeting with South Washington Clean Air, MCEDD Loan Administration Board, a Wind River Business Park meeting with Ken Woodrich, Phil Dodd, Adam Kick and Tim Elsea to discuss an agreement with Wind River Trust. He also talked to Eric Veech of the Forest Service regarding E-Bikes.

The meeting recessed at 10:21 a.m. and reconvened on the same day at 11:30 a.m. with Commissioners Richard Mahar, Tom Lannen and Robert Hamlin, Chair present.

The Board met for a preliminary budget workshop with Superior Court. The CASE Coordinator contract was discussed as well as JAVS system, direct charges, and an additional bailiff position. Jury trials relating to COVID guidelines were discussed including sanitization of courtroom, access for public to view trials, and overflow for public and jury. The Trial Court Improvement budget and a portable jury recording system were also discussed.

The meeting recessed at 11:51 a.m. and reconvened on the same day at 2:02 p.m. with Commissioners Richard Mahar, Tom Lannen and Robert Hamlin, Chair present.

The Board held an Executive Session pursuant to RCW 42.30.110(1)(g), performance of a public employee for 20 minutes. The meeting ended at 2:21 p.m.

The meeting recessed at 2:21 p.m. and reconvened on the same day at 2:30 p.m. with Commissioners Richard Mahar, Tom Lannen and Robert Hamlin, Chair present.

Commissioner Mahar moved, seconded by Commissioner Lannen, and the motion carried unanimously to approve and Authorization to Purchase a medical grade refrigerator/freezer for Community Health. Discussion included the need for a supplemental budget to include local CARES funds allocation for LHJ's from Department of Health Consolidated Contract.

The Board met for a preliminary budget workshop with Community Health. Object codes, contracts, telecommunicating versus in person meetings, Medicaid transformation project funding, COVID and CARES funding were discussed as well as budgeting for ER & R vehicles, vacation cash outs and retirement accruals



were also discussed. The Homeless Housing budget was discussed including recording fees, a warming shelter, and Mid-Columbia Housing.

The meeting recessed at 2:59 p.m. and reconvened on the same day at 3:30 p.m. with Commissioners Richard Mahar, Tom Lannen and Robert Hamlin, Chair present.

The Board met for a preliminary budget workshop with Public Works. The Buildings and Grounds budget was discussed as well as budgets for, Information Technology, Community Development, Cable TV, Wind River Business Park and County Road. Commissioner Mahar left the meeting at 4:28 p.m. The Board discussed other budgets under Public Works including Cumulative Reserves County Road, and Capital Improvements. Changes for MCEDD and EDC assessments for the 2021 .09 portion of the Capital Improvement Budget were mentioned. The Board also discussed the REET portion of the Capital Improvement budget. They discussed the Solid Waste budget, followed by the Building and Environmental Health budgets, ER & R Vehicle Replacement, ER & R Radio Maintenance, ER & R Radio Infrastructure, and the ER & R COVID fund.

The meeting recessed at 5:30 p.m. and reconvened the next day, October 7, 2020, at 9:30 a.m. with Commissioners Richard Mahar, Tom Lannen and Robert Hamlin, Chair present.

The Board met for a preliminary budget workshop with Probation. COVID challenges, and a contact with the Department of Corrections for office space were discussed.

The Board recessed at 9:38 a.m. and reconvened the same day at 10:00 a.m. with Commissioners Richard Mahar, Tom Lannen and Robert Hamlin, Chair present.

The Board met for a preliminary budget workshop with the Assessor. GIS, reduction for vacancy, and technology issues. Operating transfers to Assessor's budget from the REET Technology fund and CR IT fund will be included in the 2021 budget for software computer purchases. The Brownfield grant was discussed.

The Board recessed at 10:30 a.m. and reconvened the same day at 11:04 a.m. with Commissioners Richard Mahar, Tom Lannen and Robert Hamlin, Chair present.

The Board met for a preliminary budget workshop with Senior Services. Three full time retirements, WSDOT Rural Mobility grant, Medicaid transport, and other services were discussed.

The Board recessed at 11:34 a.m. and reconvened the same day at 1:00 p.m. with Commissioners Richard Mahar, Tom Lannen and Robert Hamlin, Chair present.

The Board met for a preliminary budget workshop with District Court. A memo from Judge Reynier regarding a stipend for two employees was discussed. State Parks collections, jury trials, and the effects of COVID on courts were discussed. The Commissioners agreed that a stipend could be put in the 2021 budget for two employees then reviewed for any future years.

The Board recessed at 1:21 p.m. and reconvened the same day at 3:00 p.m. with Commissioners Richard Mahar, Tom Lannen and Robert Hamlin, Chair present.

The Board met for a preliminary budget workshop with the Treasurer. Loss of interest due to COVID was discussed, no revenue for being bank of cities, counties and other entities, delinquencies, and foreclosures unclaimed money were discussed. The Treasurer's M & O and TEEY budgets were also discussed.

The Board met for a preliminary budget workshop with the Auditor to discuss the following budgets, Auditor's Elections Reserve, Auditor's O & M, and Veteran's Relief were discussed.

The Board recessed at 4:05 p.m. and reconvened the same day at 4:30 p.m. with Commissioners Richard Mahar, Tom Lannen and Robert Hamlin, Chair present.

The Board met for a preliminary budget workshop with the Clerk to discuss the following budgets, Clerk, and Clerk's Collection. The impact of COVID on the child enforcement grant, evictions, passports, jurors and an employee vacant position were discussed. Also discussed was e-filing of documents, new stand up desks, and jury management software. The Board agreed to transfer funds from CR IT for the software program. The Board met for Department Head reports.

The meeting recessed at 5:03 p.m. and reconvened at 8:30 a.m. on Thursday, October 8, with Commissioners Richard Mahar, Tom Lannen and Robert Hamlin, Chair present.

The Board met with Eric Johnson, Washington State Association of Counties Executive Director, and Robert Gelder, Kitsap County Commissioner and President of WSAC for an annual Courthouse visit. Eric presented a Courthouse Briefing Document for 2020. He discussed the Association's Administration and Finance, Communications and Member Services, CARES Funding, County Leadership Conference, 2020 Legislative Steering Committee and legislative priorities for 2020 and preparing for 2021 legislature. County issues discussed were timber revenue and long-term fix to Secure Rural Schools (SRS) funding, CARES funds, broadband and recreation.

The meeting recessed at 10:15 a.m. and reconvened at 10:45 a.m. the same day with Commissioners Richard Mahar, Tom Lannen and Robert Hamlin, Chair present.

The Board met for a preliminary budget workshop with Juvenile. Vehicle replacement was discussed as well as the professional services line item. It was agreed to lower the professional services line item by \$15,000 for the final budget.

The meeting recessed at 11:11 a.m. and reconvened at 11:16 a.m. the same day with Commissioners Richard Mahar, Tom Lannen and Robert Hamlin, Chair present.

The Board met for a preliminary budget workshop with Community Events and Recreation. Revenues and expenditures were discussed. The Hotel/Motel budget was also discussed. Applications for the 2021 budgets are due by October 19<sup>th</sup>. Discussion of the Fairgrounds Capital Improvement budget included camping fees.

The meeting recessed at 11:39 a.m. and reconvened at 2:00 p.m. the same day with Commissioners Richard Mahar, Tom Lannen and Robert Hamlin, Chair present.

The Board attended a virtual Skamania County Economic Development Luncheon during the noon hour.

The Board met for a preliminary budget workshop with Human Resources to discuss the Boundary Review Board budget, the Board of Equalization budget and the Human Resources budget. Computer Server Replacement fees were discussed as well as profession services. It was agreed to reduce the professional services line by \$15,000 in the Human Resources budget.

The meeting recessed at 2:19 p.m. and reconvened at 2:30 p.m. the same day with Commissioners Richard Mahar, Tom Lannen and Robert Hamlin, Chair present.

The Board met for a preliminary budget workshop with the Prosecutor. An increase from the 2020 budget was due to public records, and Behavioral Health Court. The Support Enforcement budget was discussed including unfunded mandates, and statewide funding decrease. Discussion of the Coroner's budget included an increase in state autopsy costs. It was noted that the Crime Victim's Compensation budget is well funded by the state. When discussing the Law Library budget, a reorganization of space and the need for a new computer for the Law Library were discussed.

The Board met for a preliminary budget workshop with Noxious Weed. Revenue projections, the addition of Health Insurance for one employee, temporary positions, and interfund vehicle replacement were discussed.

Commissioner Lannen moved, seconded by Commissioner Mahar and the motion carried unanimously to approve the Chair to sign a letter to Lynn Burditt, Columbia River Gorge National Scenic Area Manager regarding land acquisition. Discussion included the addition of comments on the amount of land acquired over the years.

The meeting recessed at 3:18 p.m. and reconvened the same day at 3:30 p.m. with Commissioners Richard Mahar and Tom Lannen, Vice Chair present.

The Board met for a preliminary budget workshop with External Services. Tova Cochran of Underwood Conservation presented the scope of work for an ask of \$9,000 for 2021. Leslie Naramore of Washington Gorge Action Programs presented an overview of the Food Bank program with an ask of \$10,000 for 2021.

The meeting recessed at 3:55 p.m. and reconvened the same day at 4:40 p.m. with Commissioners Richard Mahar, Tom Lannen, and Robert Hamlin, Chair present.

The Board met for a preliminary budget workshop for Commissioners' budgets. The travel and miscellaneous registrations line items in the Commissioners' budget were discussed with Heidi Penner, Financial Management Administrator giving an overview of potential areas of savings. The Civil Service budget was discussed and \$250 will be moved to professional services from travel. External Services, Operating Transfers Out, and No Departmental Revenues were discussed. Revenue from Secure Rural Schools and Counties revenue, and Department of Natural Resources was discussed. The Cumulative Reserve fund balances, revenues and expenditures were discussed. Other budgets discussed were Affordable Housing, Nuisance Control, Title III, and Family Support.

The meeting adjourned at 5:20 p.m.

**ATTEST:**

**BOARD OF COMMISSIONERS  
SKAMANIA COUNTY, WASHINGTON**

\_\_\_\_\_  
**Commissioner**

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**Commissioner**

\_\_\_\_\_  
**Clerk of the Board**

\_\_\_\_\_  
**Commissioner**

Aye \_\_\_\_\_  
Nay \_\_\_\_\_  
Abstain \_\_\_\_\_  
Absent \_\_\_\_\_

**BOARD OF SKAMANIA COUNTY COMMISSIONERS**  
**Skamania County Courthouse**  
**240 NW Vancouver Ave. Lower Level, Room 18**  
**Stevenson, WA 98648**

**Minutes for Meeting of October 13, 2020**

The Commissioners met in their meeting room, 240 NW Vancouver Ave. in Stevenson, at 9:00 a.m. on October 13, 2020 for a staff meeting with Commissioners Richard Mahar, Tom Lannen and Robert Hamlin, Chair present. Toni Farris, Probation Officer reported on the Probation court docket, court schedule and statistics of DUI and Assaults. Sophie Miller, Senior Services Manager reported on a theft of a catalytic convertor from the transit bus. The bus and all vehicles are now parked in a new location. She also reported on grants, audits, and the Energy Assistance program. Debbie Slack, Clerk of the Board reported on a resignation from the Planning Commission and a vacancy on the Wind River Advisory Board. She will advertise for the vacancy on the Wind River Advisory Board. Heidi Penner, Financial Management Administrator reported on 2021 budgets, CARES funding and reimbursements and FMO Group meetings. She also reported on journal entries and budget revisions for the Commissioners' budgets. Debi Van Camp, Human Resources Administrator reported on Board of Equalization, and salary information for union negotiations. She also reported on new hires.

The meeting recessed at 9:16 a.m.

The Commissioners' business meeting was called to order at 9:30 a.m. on October 13, 2020 at the Commissioners' Meeting Room, 240 NW Vancouver Avenue in Stevenson, with Commissioners Richard Mahar, Tom Lannen and Robert Hamlin, Chair present.

The Pledge of the Allegiance was led by Debbie Slack, Clerk of the Board.

Mary Repar, Home Valley resident, commented on Department of Transportation stabilization near mile post 46.5. and the need for public safety during this work.

Commissioner Lannen moved, seconded by Commissioner Mahar to approve the Consent Agenda as follows:

1. Set Public Hearing to consider adoption of the 2021 Preliminary Budget
2. Authorization to Purchase Jail video conferencing system with CARES funding
3. Authorization to Purchase Jail freezer to accommodate adequate food storage with CARES funding
4. Authorize Board of Equalization to hear property tax appeals
5. Contract Amendment #2 with Area Agency on Aging & Disabilities of Southwest Washington for CARES funding
6. Lease Agreement with Washington Gorge Action Programs for warming shelter at 702 SW Rock Creek Drive, Stevenson, WA
7. Contract renewal with Northwest Treatment Services for services for sex offender treatment evaluations and services to youth referred by the Skamania County Juvenile Department
8. Contract renewal with Columbia Pacific Construction for snow plowing services of Forest Service 90 and 25 roads

Discussion included information on consent agenda item #6 from Public Works Director, Tim Else. He explained the terms of the lease that were negotiated with Washington Gorge Action Programs, including utilities, and maintenance. The motion carried unanimously to approve the consent agenda.

Commissioner Mahar moved, seconded by Commissioner Lannen and the motion carried unanimously to approve vouchers for the period dated October 13, 2020 in the amount of \$213141.78 with \$50,922.15 being Current Expense, covering warrants numbers 178614 through 178689.

The Board reported on various meetings they attended. Commissioner Mahar reported on the virtual Economic Development Council luncheon. A call with Representative Gina Mosbrucker, a call with Washington State Association of Counties to discuss CARES funding. Commissioner Lannen reported on the Courthouse visits with Eric Johnson, WSAC Executive Director, and Kitsap County Commissioners, Bob Gelder, WSAC President. He also reported on the EDC luncheon and will have a call with Robert Weidner, the County's Washington DC lobbyist that day. Commissioner Hamlin reported he spend a lot of his week in budget workshops, he also reported on the EDC luncheon, and saw the Stevenson Downtown Association presentation of the RCO grant

The meeting recessed at 9:53 a.m. and reconvened the same day at 10:00 a.m. with Commissioners Richard Mahar, Tom Lannen and Robert Hamlin, Chair present.

The Board met for Department Head reports.

- Tamara Cissel, Community Health Deputy Director reported on a Monthly Designated Crisis Responder manager meeting, Flu and COVID vaccines and the need for a freezer sufficient for storage of vaccines.
- Tim Elsea, Public Works Director/County Engineer reported on COVID 19, bids received for the panic system, RV dump station north of the High Bridge in Carson, 90 road project, and warming shelter project. He also reported on County Road projects including winterizing. He updated the Board on Solid Waste and gave an overview of revenue. He also reported on the burn ban being lifted, permits statistics, senior transfer bus, Courthouse Plaza Project, Home Valley Park, and Information Technology.

The meeting recessed at 10:21 a.m. and reconvened at 11:00 a.m. the same day with Commissioners Richard Mahar, Tom Lannen and Robert Hamlin, Chair present.

An update on the Brownfield Grant was cancelled.

The meeting recessed at 11:03 a.m. and reconvened at 2:30 p.m. the same day with Commissioners Richard Mahar, Tom Lannen and Robert Hamlin, Chair present.

The Board held a workshop to with Community Development. Assistant Planning Director, Alan Peters updated the Board on the Gorge Management Plan 2020 vote of approval. He also discussed a request for rezoning from James and Debbie Waters, Richard Albert and Theresa Regnier for properties on Wind River Highway to allow for an expansion of their exiting commercial businesses. Commissioner Mahar moved, seconded by Commissioner Lannen for the Planning Commission to move forward in the process of the rezoning.

The meeting adjourned at 3:05 p.m.

**ATTEST:**

**BOARD OF COMMISSIONERS  
SKAMANIA COUNTY, WASHINGTON**

\_\_\_\_\_  
**Commissioner**

\_\_\_\_\_  
**Commissioner**

\_\_\_\_\_  
**Clerk of the Board**

\_\_\_\_\_  
**Commissioner**

Aye \_\_\_\_\_  
Nay \_\_\_\_\_  
Abstain \_\_\_\_\_  
Absent \_\_\_\_\_

COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS

1. Contract Number \_\_\_\_\_

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

3. Contractor Information: Contractor: **US Dept of Agriculture – Forest Service**  
Contact Person: **Myra Largo**  
Title: **Auditor, Resource Audit Branch**  
Address: **101 B Sun Avenue, NE**  
Address: **Albuquerque, NM 87109**  
Phone/Email: **505-563-7208 / 866-436-5939 /**  
[myra.largo@usda.gov](mailto:myra.largo@usda.gov)

4. Brief description of purpose of the contract and County’s contracted duties: **This Indirect Cost Rate is for the use on contracts, grants, and cooperative agreement with the Federal Government.**

5. Term of Contract: From: **January 1, 2020** To: **December 31, 2023**

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


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

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

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

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

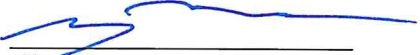
8. County Contact Person: Name: **Robert Waymire**  
Title: **Skamania County Auditor**

9. Department Approval:   
\_\_\_\_\_  
Robert Waymire, Skamania County Auditor

10. Special Comments: **This rate is used by several departments to use on contracts, grants, and other outside sources that we work with.**



**COMMISSIONER'S AGENDA ITEM COMMENTARY**

<b><u>SUBMITTED BY</u></b>	<b><u>AUDITOR</u></b> 
<b><u>AGENDA DATE</u></b>	Department _____ Signature _____ <b><u>TUESDAY, NOVEMBER 10, 2020</u></b>
<b><u>SUBJECT</u></b>	<b><u>INDIRECT COST RATE</u></b>
<b><u>ACTION REQUESTED</u></b>	<b><u>APPROVE INDIRECT COST ALLOCATION RATE</u></b>

**SUMMARY/BACKGROUND**

Our Indirect Rate is negotiated periodically with our cognizant agent, currently the US Department of Agriculture – Forest Service. This rate has been approved for 4 years by the Forest Service starting January 1, 2020 through December 31, 2023 at a rate of 12.0% (up from 11.0% on the last agreement).

**FISCAL IMPACT**

Various departments throughout the county use the Indirect Rate to bill for allowable expenses incurred while working on grants and projects or agreements from other outside funding sources. The amounts will vary from year to year and by department.

**RECOMMENDATION**

I recommend the rate be approved; this will give departments the ability to use the rate to bill back allowable costs as necessary.

**LIST ATTACHMENTS**

- Indirect Cost Agreement with USFS
- Cover Page



United States  
Department of  
Agriculture

Forest  
Service

Albuquerque Service Center

101 B Sun Avenue, NE  
Albuquerque, NM 87109

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**File Code:** 1440; 1580  
**Date:** March 25, 2020

Robert Waymire  
Skamania County Auditor  
240 NW Vancouver Ave  
P.O. Box 790  
Stevenson, WA 98648

Dear Mr. Waymire,

The Pre-determined Indirect Cost Rates for 2020-2023 are approved as proposed and is set forth in the negotiation agreement attached to the e-mail message. You may either e-mail the signed agreement to Myra Largo, Auditor, Resource Audit Branch at [myra.largo@usda.gov](mailto:myra.largo@usda.gov) or fax it using the number below:

**ATTN: Resource Audit Branch**

**1-866-436-5939**

Sincerely,

JOHN HERNANDEZ  
Branch Chief, Resource Audit Branch

cc: Erica Banegas, John Hernandez, Myra Largo, Yvonne Cox, Michelle Salaz



Caring for the Land and Serving People

Printed on Recycled Paper





**File Code:** 1440/1580

**Date:** March 24, 2020

STATE AND LOCAL DEPARTMENT UNIT  
INDIRECT COST NEGOTIATION AGREEMENT

Skamania County  
240 NW Vancouver Avenue  
P.O. Box 790  
Stevenson, WA 98648

The indirect cost rate contained herein is for use on contracts, grants, and cooperative agreements with the Federal Government to which Title 2 Code of Federal Regulations (CFR) Part 200 applies, subject to the limitations contained in Section II (A) of this agreement. The rate was negotiated by the Skamania County Auditor's Office and the U.S. Department of Agriculture, Forest Service, in accordance with the authority contained in Appendix VII of the Regulations.

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SECTION I: Rate

<u>Rate Type</u>	<u>From</u>	<u>To</u>	<u>Rate</u>	<u>Applicable to:</u>
<u>Predetermined</u>	<u>1/1/2020</u>	<u>12/31/2020</u>	<u>12%</u>	<u>All Programs</u>
<u>Predetermined</u>	<u>1/1/2021</u>	<u>12/31/2021</u>	<u>12%</u>	<u>All Programs</u>
<u>Predetermined</u>	<u>1/1/2022</u>	<u>12/31/2022</u>	<u>12%</u>	<u>All Programs</u>
<u>Predetermined</u>	<u>1/1/2023</u>	<u>12/31/2023</u>	<u>12%</u>	<u>All Programs</u>

Allocation Base

- **Modified Total Direct Cost.** Base components include total direct cost which are comprised of direct labor, direct materials and supplies and other direct costs. These components are summed together and multiplied by the appropriate rate above.
- **Treatment of Paid Absences.** Paid absences such as vacation, holiday and sick leave are included in salaries and wages. These paid absences are claimed on grants contracts and other agreements as part of the normal cost of salaries and wages. Separate claims for the costs of these paid absences are not made.



**File Code:** 1440/1580

**Date:** March 24, 2020

- **Exclusions.** Capital expenditures and other distorting items, such as sub-awards for \$25,000 or more.

## SECTION II: General

- A. LIMITATIONS: Use of the rate contained in this agreement is subject to any statutory or administrative limitations and is applicable to a given grant or contract only to the extent that funds are available. Acceptance of the rate(s) agreed to herein is predicated upon the following conditions:
- 1) That the indirect costs included in the indirect cost pool are incurred, finally accepted legal obligations of the organization and are allowable under the governing cost principles;
  - 2) That the same costs treated as indirect costs have not been claimed as direct costs;
  - 3) That similar indirect costs have been accorded consistent treatment, and;
  - 4) That the information provided by the organization which was used as a basis for acceptance of the rate agreed to herein is not subsequently found to be materially incomplete or inaccurate by the Federal Government.
- In such situations as described above, the rate would be subject to renegotiation at the discretion of the Federal Government.
- B. AUDIT: Adjustments to amounts resulting from an audit upon which the negotiation of the agreement was based will be compensated for in subsequent negotiation.
- C. CHANGES: The rate(s) contained in this agreement is based on the organization structure and accounting system in effect at the time the proposal was submitted. Changes in the organizational structure or changes in the method of accounting for costs which affect the reimbursement resulting from use of the rate in this agreement require the prior approval of the authorized representative of the responsible negotiation agency. Failure to obtain such approval may result in subsequent audit disallowances.
- D. PREDETERMINED RATE: The predetermined rates contained in this agreement are based on an estimate of costs which will be incurred during the periods stated on page one. The rates are not subject to adjustment.
- E. NOTIFICATION OF FEDERAL AGENCIES: Copies of this document may be provided to other Federal offices as a means of notifying them of the agreement contained herein.



**File Code:** 1440/1580

**Date:** March 24, 2020

F. SPECIAL REMARKS: Indirect costs charged to Federal grants/contracts by mean other than the rate(s) cited in this agreement should be adjusted to the applicable rate cited herein and applied to the appropriate base to identify the proper amount of the indirect costs allocable to the program. However, awards providing for indirect cost rate ceilings will be subject to the ceilings stipulated in the award, or the rates in this agreement, whichever are lower.

By the Local Government Unit

By the Responsible Federal Agency

Skamania County

USDA-Forest Service

*John Hernandez*

Signature

Signature

*Robert Hamlin*

John Hernandez

Printed Name

Printed Name

The Board of County Commissioners

Branch Chief, Resource Audit Branch

Title

Title

Date *April 7, 2020*

Date 3/31/20

Negotiated by:

Myra Largo, Auditor

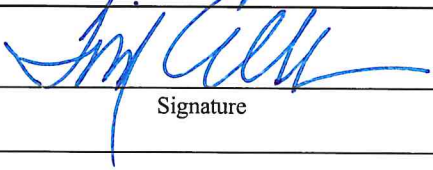
Resource Audit Branch

Phone: 1-505-563-7208

Fax: 1-866-436-5939

Email: [myra.largo@usda.gov](mailto:myra.largo@usda.gov)

**COMMISSIONER'S AGENDA ITEM COMMENTARY**

<b><u>SUBMITTED BY</u></b>	<u>Public Works</u> Department	 Signature
<b><u>AGENDA DATE</u></b>	<u>November 11, 2020</u>	
<b><u>SUBJECT</u></b>	<u>2021–2026 Six-Year Transportation Improvement Program</u>	
<b><u>ACTION REQUESTED</u></b>	<u>Set Public Hearing Date</u>	

**SUMMARY/BACKGROUND**

Adoption of the Skamania County Six-Year Transportation Improvement Program prepared by the County Engineer requires a Public Hearing by the Board of Commissioners prior to its final approval. This Agenda Commentary serves to set the public hearing date for the 2021-2026 Six-Year Transportation Improvement Program (TIP).

Additional information will be provided for the Board's review for the December 15, 2020 hearing to include all of the required information for both the Six-Year TIP and the Annual Construction Program. The resolutions for the Six-Year TIP and Annual Construction program are set for an approval date of December 15, 2020 and must be adopted prior to the final 2021 Skamania County budget being adopted.

**FISCAL IMPACT**

Public Hearing Notices only

**RECOMMENDATION**

That the Board of County Commissioners, by motion action, set a Public Hearing for the 2021-2026 Six-Year Transportation Improvement Program for December 15, 2020.

**LIST ATTACHMENTS**

**NOTICE OF PUBLIC HEARING**  
**Before the**  
**Board of Skamania County Commissioners**

**PURPOSE:** The Skamania County Board of Commissioners are hereby giving notice that a public hearing will be held to consider establishing a comprehensive Six-Year Transportation Improvement Program for road and bridge construction work for the years 2021-2026.

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.

Anyone interested may appear and be heard.

**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**

**Meeting ID: 813 4248 1018**

**Join Zoom Meeting Audio only from your computer**

**<https://us02web.zoom.us/j/81342481018>**

**DATE:** Tuesday, December 15, 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 10<sup>th</sup> day of November 2020.

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**Debbie Slack**  
**Clerk of the Board**

Publish: November 18, 2020 and November 25, 2020

**DATE:** November 10, 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 the adoption of Skamania County Six Year Transportation Improvement Program for 2021-2026  
Publish as: Legal Notice  
Publish on: November 19th and November 25<sup>th</sup>, 2020  
Send Bill to : Commissioners



**COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS**

1. Contract Number \_\_\_\_\_

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

3. Contractor Information: Contractor: Skamania County Sheriff's Office  
Contact Person: Jason Fritz  
Title: Chief Civil Deputy  
Address: PO BOX 790  
Address: Stevenson, WA 98648  
Phone: (509) 427-9490

4. Brief description of purpose of the contract and County's contracted duties:  
To provide polygraph services to youth placed on a Special Sex Offender Disposition Alternative (SSODA) by the Juvenile Court.

5. Term of Contract: From: January 01, 2021 To: December 31, 2022 (two years)

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)
- 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. The Sheriff's Office performs the function of secure transport.

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: \$4,000 (within Dept's Professional Services Budget)  
Amount Not Budgeted in Current Year \$ Source: \_\_\_\_\_  
Total Non-County Funds Committed: \$ Source: \_\_\_\_\_  
Total County Funds Committed: \$4,000  
TOTAL FUNDS COMMITTED: \$4,000

8. County Contact Person: Name: Angie Hollis  
Title: Juvenile Court Administrator


9. Department Approval:   
Department Head or Elected Official Signature

10. Special Comments:

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COMMISSIONER'S AGENDA ITEM COMMENTARY

<b><u>SUBMITTED BY</u></b>	Juvenile Department	 Signature
<b><u>AGENDA DATE</u></b>	Tuesday, November 10, 2020	
<b><u>SUBJECT</u></b>	Sheriff's Office MOU	
<b><u>ACTION REQUESTED</u></b>	Sign MOU	

**SUMMARY/BACKGROUND**

Memorandum of Understanding (MOU) between the Sheriff's Office and the Juvenile Department for secure transport of in-custody juveniles.

**FISCAL IMPACT**

The Sheriff's Office charges regular or overtime (OT) wage rates and mileage for all transports of in-custody juveniles.

**RECOMMENDATION**

Sign MOU

**LIST ATTACHMENTS**

One (1) copy of the MOU

Please return a scanned copy of the signed MOU by email to Angie Hollis:  
[angieh@co.skamania.wa.us](mailto:angieh@co.skamania.wa.us)

**MEMORANDUM OF UNDERSTANDING  
SKAMANIA COUNTY SHERIFF'S OFFICE**

THIS AGREEMENT, is made and entered into by and between Skamania County Sheriff's Office, hereinafter referred to as "Contractor" and the Skamania County Juvenile Department hereinafter referred to as "Juvenile Dept."

IT IS THE PURPOSE OF THIS AGREEMENT to allow the Juvenile Dept. to utilize Deputies and Corrections staff for juvenile transports.

The Sheriff's Office agrees to submit for reimbursement in a timely manner and these requests for reimbursement shall include:

- An invoice voucher
- Supporting payroll documents

These billings will consist of the Deputy or Correction Officer's current rate of regular or overtime pay, and mileage at the current ER&R mileage rate for the vehicle used.

This contract shall commence on 01/01/2021 and continue thru 12/31/2022 (two years).

Either party may terminate this agreement upon (30) days written notice to the other party. In the event of termination of this agreement, the terminating party shall be liable for the performance rendered prior to the effective date of termination.

THE FOLLOWING PARTIES HAVE EXECUTED THIS AGREEMENT:

SKAMANIA COUNTY  
BOARD OF COMMISSIONERS

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

APPROVED AS TO FORM ONLY:

  
\_\_\_\_\_  
Prosecuting Attorney

DATED: \_\_\_\_\_



\_\_\_\_\_  
Skamania County Sheriff



\_\_\_\_\_  
Skamania County Superior Court Judge




\_\_\_\_\_  
Skamania County Juvenile Court Administrator

ATTEST:

\_\_\_\_\_  
Clerk of the Board

COMMISSIONER'S AGENDA ITEM COMMENTARY

<b><u>SUBMITTED BY</u></b>	Juvenile Department	 Signature
<b><u>AGENDA DATE</u></b>	November 10, 2020	
<b><u>SUBJECT</u></b>	Vancouver Guidance Clinic Contract Renewal	
<b><u>ACTION REQUESTED</u></b>	Approve Contract	

**SUMMARY/BACKGROUND**

Vancouver Guidance Clinic has provided evaluations and treatment for juveniles who sexually offend – as a WA State certified treatment provider – for over 25 years. Services are rendered to the Skamania County Juvenile Court, at State expense, under the Special Sex Offender Disposition Alternative (SSODA) biennial block grant.

**FISCAL IMPACT**

SSODA youth's expenses are reimbursed by the State Block

**RECOMMENDATION**

Approve the Contract Agreement renewal presented.

**LIST ATTACHMENTS**

One copy of Contract Agreement

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

**CONTRACT AGREEMENT**

PARTIES:

Skamania County Juvenile Court  
PO Box 790/240 Vancouver Ave.  
Stevenson, WA 98648  
509-427-3715

and

Vancouver Guidance Clinic  
3112 Main St.  
Vancouver, WA 98663  
360-694-2016

Contract Period:

Beginning: July 1, 2020

Ending: June 30, 2023 (See Section 26)

Budget:

Fund:

Number: 280

527.100.410

Professional Services

Program/Services Being Funded:

Amount of Contract:

Psychosexual Evaluations & Treatment

\$See Exhibit C (Fee Schedule)

Contractor/Contract Person:

Christopher Johnson, PhD.

This contract consists of the following exhibits:


- EXHIBIT A: General Terms and Conditions
- EXHIBIT B: Statement of Work
- EXHIBIT C: Fee Schedule

Skamania County and the Contractor agree to the terms and conditions of the contract, including Exhibits A, B, C, and subsequent attachments by signing below:

APPROVED AS TO FORM ONLY:

FOR CONTRACTOR:

\_\_\_\_\_  
Adam Kick  
Prosecuting Attorney

  
\_\_\_\_\_  
Christopher Johnson, PhD.      10/26/2020  
Date

PRESENTED BY:

FOR SKAMANIA COUNTY:

  
\_\_\_\_\_  
Angie Hollis  
Juvenile Court Administrator

\_\_\_\_\_  
Chairperson      \_\_\_\_\_  
Board of County Commissioners      Date

## EXHIBIT A

### GENERAL TERMS CONDITIONS OF PERSONAL SERVICE CONTRACTS

1. Scope of Contractor's Services:

The Contractor agrees to provide to the County services and any materials necessary to accomplish the project as specified under the Statement of Work (identified as Exhibit "B") during the contract period. The County will furnish no material, labor, or facilities, unless otherwise provided for in the Agreement.

2. Accounting and Payment for Contractor Services:

Payment to the Contractor for services rendered under this Agreement shall be as set forth in Exhibit "C" based upon billings, supported by documentation submitted by the Contractor.

The County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than monthly, through the County voucher system for the Contractor's service pursuant to the fee schedule set forth in Exhibit "C".

3. Assignment and Subcontracting:

No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the contracting County.

4.a. Non-Discrimination In Employment:

1. Skamania County is an equal opportunity employer.

2. The Contractor agrees that it shall not discriminate against any employee or applicant for employment on the grounds of race, creed, color, sex, religion, national origin, marital status, age, disability, sexual orientation, Vietnam era or disabled veteran status, HIV/AIDS or AIDS related illnesses. 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.

3. The Contractor and subcontractors shall take affirmative action to ensure that employees are employed and treated during employment without discrimination because of their race, creed, color, religion, sex, national origin, marital status, age, disability, sexual orientation, Vietnam era veteran or disabled veteran status, HIV/AIDS related illnesses. 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.

4.b. Non-Discrimination In Client Services:

The Contractor and any subcontractor shall not, on the grounds of race, creed color, sex, religion, national origin, marital status, age, disability, sexual orientation, Vietnam era or disabled veteran status, HIV/AIDS or AIDS related illnesses:

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, any contract or and subcontract.

3. Subject an individual to segregation or separate treatment in any matter related to his or her receipt of any service(s) or other benefits provided under this agreement.

4. Deny any individual an opportunity to participate in any program provided by this agreement, any contract or any subcontracts 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 and any subcontractor 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, 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, creed, color, sex, religion, national origin, creed, marital status, age, disability, sexual orientation, Vietnam era or disabled veteran status, HIV/AIDS or AIDS related illnesses; or have the effect of defeating or substantially impairing accomplishment of the objectives of this agreement in respect to individuals having a particular race, creed, color, sex, religion, national origin, creed, marital status, age disability, sexual orientation, Vietnam era or disabled veteran status, HIV/AIDS or AIDS related illnesses.

5. Independent Contractor:

The Contractor's services shall be furnished by the Contractor as an independent Contractor and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent Contractor. The Contractor acknowledges that compensation under this Agreement will not entitle them to any County benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to Skamania County employees. The Contractor represents that he/she maintains a separate place of business, serves clients other than the County, will report all income and expense accrued under this contract with the Internal Revenue Service on a Schedule C, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

6. No Guarantee of Employment:

The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

7. Taxes:

The Contractor understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Contractor authorizes the County to make withholding for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes including, but not limited to: Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

8. Regulations and Requirement:

This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington.

9. Right to Review:

This contract is subject to review by any Federal or State auditor. The County or its designee shall have the right to review and monitor the financial and the Contracting Officer deems service components of this program by whatever means expedient. Such review may occur with or without notice, and may include, but is not limited to, on site inspection by County agents or employees, inspection of all records or other materials, which the County deems pertinent to the Agreement and its performance, and any and all communications with, or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for 3 years after contract termination, and shall make them available for such review, within Skamania County, State of Washington, upon request.

10. Modifications:

Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.

11. Contract Termination:

If either party hereto fails to comply with the terms and conditions of this contract, the other party may pursue such remedies as is legally available including but not limited to, the termination of this contract in the manner specified herein.

- A. Termination by County for Cause—The County may terminate this contract in whole or in part or a substantial and material breach thereof by the Contractor upon ten (10) days written notice of termination; Provided, that unless the notice of such breach of contract is such that immediate termination is clearly necessary to protect the public interest, the County prior to termination shall endeavor to work with the Contractor to remedy such breach following the Corrective Action process included in this agreement.
- B. Termination by Contractor for Cause—The Contractor may terminate this contract in whole or in part for a substantial and material breach thereof by the County upon ten (10) days written notice of termination.
- C. Termination and Other Grounds—This contract may also be terminated in whole or in part upon thirty (30) days prior written notice.

12. Insurance and Bonding:

The Contractor agrees to carry for the duration of this contract insurance and bonding as follows:

- A. The Contractor shall provide evidence of general casualty (commercial liability) insurance to protect against legal liability arising out of contract activity. Such insurance shall provide a minimum of \$500,000 per occurrence and \$1,000,000 per general aggregate limit. If the Contractor uses motor vehicles in conducting activities under this Contract, liability insurance covering bodily injury and property damage shall be provided either through a self-insurance program or through a commercial insurance policy. Such insurance shall have minimum limits of \$500,000 per occurrence, combined single limit for bodily injury liability and property damage liability with no aggregate limit.
- B. The Contractor shall provide to Skamania County Juvenile Court a copy of the general casualty and, if applicable, a motor vehicle insurance instrument (s) or certification of the same from the insurance issuing agency or, if appropriate, evidence of self-insurance. The certificate of insurance will show the coverage, deductible, time period and amount of coverage. The policy shall be endorsed to state that coverage will not be suspended, voided, canceled, reduced in coverage or in limits without a 30-day written notice by certified mail (return receipt requested) to the County.



13. Defense & Indemnity Agreement:  
The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefore, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, his/her Subcontractors, its successor or assigns, or its or their agent, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.
14. Industrial Insurance Waiver:  
With respect to the performance of this agreement and as to claims against the County, its officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this agreement extend to any claim brought by or on behalf of any employee of the Contractor. The parties to this agreement mutually negotiate this waiver.
15. Applicability of Law:  
This contract has been and shall be construed as having been initiated within the State of Washington, and it is mutually understood and agreed by each party hereto that this contract shall be governed by laws of the State of Washington, both as to interpretation and performance.
16. Venue and Choice of Law:  
In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Skamania. This Agreement shall be governed by the law of the State of Washington.
17. Withholding Payment:  
In the event the Contracting Officer determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the Contracting Officer determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than 10 days after it determines to withhold amounts otherwise due.

A determination of the Contracting Officer set forth in a notice to the Contractor of the action required and /or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the provisions of the Disputes clause of this Agreement. The County may act in accordance with any determination of the Contracting Officer which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount so paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Contractor by reason of good faith withholding by the County under this clause.

18. Future Non-Allocation of Funds:  
If sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, the County will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to the County in the event this provision applies.
19. Contractor Commitments, Warranties and Representations:  
Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.
20. Disputes:
- A. General:  
Differences between the Contractor and the County, arising under and by virtue of the Contract Documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the Contracting Officer, shall be final and conclusive.
- B. Notice of Potential Claims:  
The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Contracting Officer or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the Work performed, labor and material used, and all costs and additional time claimed to be additional.
- C. Detailed Claim:  
The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.
21. Ownership of Items Produced:  
All writings, programs, data, public records or other materials prepared by the Contractor and/or its consultants or subcontractors, in connection performance of this Agreement shall be the sole and absolute property of the County.

22. Confidentiality:  
The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of the Skamania County Prosecuting Attorney or an order entered by a court after having acquired jurisdiction over the County. Contractor shall immediately give to the County notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the County, its officials, agents or employees from all loss or expense, including, but not limited to settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision.
23. Notice:  
Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice shall be given by the Contractor to the department head of the department for whom services are rendered, and to the County Prosecutor, 240 Vancouver Ave./PO Box 790, Stevenson, WA 98648. Notice to the Contractor for all purposes under this Agreement shall be given to the address reflected below. Notice may be given by delivery or by depositing in the US Mail, first class, postage prepaid.
24. Severability:  
If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.
25. Waiver:  
Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.
26. Effective Date and Renewals:  
This agreement shall be effective **July 1, 2020** and shall expire on **June 30, 2023**. Still, this agreement shall automatically be renewed for each ensuing state fiscal year unless:  
A. The contractor seeks termination under Subsection 11.B or.C. of this contract; or B. The County provides the contractor written notice of contract termination pursuant to Subsections 11.A, C. or Sect. 18 of this contract.
27. Entire Agreement:  
This written contract represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

**EXHIBIT B**  
**STATEMENT OF WORK**

Program: Psychosexual Evaluations/Treatment  
Contractor: Vancouver Guidance Clinic

Contractor shall provide evaluation services for youth referred by Skamania County Juvenile Court to determine if youth is amenable for treatment under the Special Sex Offender Disposition Alternative (SSODA) and/or Treatment services as agreed.

Contractor shall provide a written report to the Juvenile Court with treatment recommendations.

**EXHIBIT C**  
**FEE SCHEDULE**

Skamania County Juvenile Court shall reimburse the contractor in accordance with the following fee schedule:

Psychosexual Evaluation Process:

Interviews	\$200 (hourly rate)
Report Reviews	\$200 (hourly rate)
Report Writing	\$200 (hourly rate)

Assessments:

Devereaux	\$150.00
Jesness	\$150.00
Abel	\$450.00

Individual Treatment Fees:

Individual of family	\$200.00 (hourly rate)
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**COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS**

1. Contract Number ER&R

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

3. Contractor Information:                        Contractor: Northwest Pump  
   Contact Person: Steve Corah  
   Title: Commercial Sales Manager  
   Address: Northwest Pump.  
   Address: 2800 NW 31<sup>st</sup> Avenue  
   Portland, OR 97210  
   Phone: 503-227-7867

4. Brief description of purpose of the contract and County’s contracted duties: Software, setup, training and upgrades to each of the three Skamania County Fuel Sites, so that the county can manage the fuel sites.

5. Term of Contract:                        From: November 2, 2020                        To: December 31, 2021

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

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

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

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

7. Budget Committed in Current Year:                        \$ 2,738.87  
Amount Not Budgeted in Current Year                        \$ 2,738.87                        Source: ER&R  
Total Non-County Funds Committed:                        \$                        Source: \_\_\_\_\_  
Total County Funds Committed:                        \$  
TOTAL FUNDS COMMITTED:                        \$ 2,738.87


8. County Contact Person:     Name: Randy Moline  
   Title: , Engineering Technician III

9. Department Approval:       
Department Head or Elected Official Signature

10. Special Comments: \_\_\_\_\_

\_\_\_\_\_

COMMISSIONER'S AGENDA ITEM COMMENTARY

<b><u>SUBMITTED BY</u></b>	<u>PUBLIC WORKS</u>	
<b><u>AGENDA DATE</u></b>	Department November 10, 2020	Signature
<b><u>SUBJECT</u></b>	<u>Skamania County Fuel Sites</u>	
<b><u>ACTION REQUESTED</u></b>	<u>Upgrade to Phoenix SQL</u>	

**SUMMARY/BACKGROUND**

Skamania County contracted with NW Pump & SME with the means to manage their own fuel sites, Cook Underwood, Stevenson, and Mt Pleasant. SME has been onsite twice to get this software to work and it will not work with our system, we need to upgrade the Phoenix SQL software, to access the county sites and be able to monitor and bill each department that uses the facilities. Public Works Department will manage and maintain billings and will offset cost with a surcharge to departments to pay for maintenance of this system.

Fuel for the sites is still on State Contract and will be delivered to the sites by Wilcox & Flegel at which time Skamania County will be billed for the fuel at that days cost.

**FISCAL IMPACT**

The Proposal from Northwest Pump for Software upgrade, credit of \$3,450.00 for SQL Lite towards the upgrade of SQL software at a cost of \$2,738.87.

**RECOMMENDATION**

That Skamania County Board of Commissioners, by motion action, buy Software Upgrade package and training from Northwest Pump and SME Solutions to take over the Skamania County Fuel Sites

**LIST ATTACHMENTS**

- Northwest Pump SQL Upgrade Proposal
- Facesheets



Stay Updated- Follow us online!



2800 NW 31st Avenue, Portland, OR 97210, Phone: 503-227-7867

TELEPHONE:	FAX:	DATE OF QUOTATION: 10/23/20	QUOTE NUMBER SKA102320
CUSTOMER / CONTACT:  Randy Skamania County		PROJECT / LOCATION:  SQL Software	

**TERMS AND CONDITIONS OF SALE**

N.W. Pump is not responsible for delays in delivery due to strikes, accidents, priority restrictions or other conditions beyond our control or its failure or delay to order or deliver due to the purchaser's failure to pay N.W.Pump any monies owed on an open job account or job basis. The prices herein do not apply in the event of an underground obstruction, including but not limited to utilities and impenetrable soil, is discovered after this proposal is made. In such event, Buyer is liable for all increased costs. Buyer may cancel by giving written notice, however, Buyer is liable for all costs incurred by N.W. Pump to the date notice is received. Cancellations or returns are subject to a minimum fifteen (15%) percent restocking charge. Payment terms are net cash on delivery, unless N.W. Pump has approved credit terms or otherwise specified within. If litigation is necessary to enforce this agreement, the prevailing party will be entitled to reasonable attorney's fees, court costs, and interest. Products carry only the manufacturer's warranty, if any. NWP makes no representations as to product compliance with government regulations. There are no expressed or implied warranties as to goods or services provided by NWP, including the implied warranty of merchantability or fitness for a particular purpose. Statements by a NWP representative that differ from the foregoing shall have no effect. NWP will not be liable for direct, indirect, special or consequential damages, business interruption or loss of profits damages, sustained by Customer or any party claiming by, through or under Customer.

This offer to furnish equipment on the following terms and conditions expires 15 days from the above date.

N.W. Pump, Inc. reserves the right to adjust equipment prices to conform to prices in effect at the time of delivery

Equipment prices are subject to all applicable taxes  
Return of non-stock and special order items are subject to restock charges or may not be returnable.

**Acceptance of Proposal:**

The above price, specifications and conditions are satisfactory and are hereby accepted. You are authorized to supply equipment and/or labor as specified. Payment will be made as outlined above. I understand acceptance of the quotation does not constitute an order until credit has been approved. I understand that Northwest Pump may file a Right to Lien against the equipment/labor.

**SALES TOTALS**

EQUIPMENT SUBTOTAL: \$ 2,530.00  
INCOMING FREIGHT:  
ESTIMATED SALES TAX: \* \$ 208.87  
\*Actual sales tax may vary, the customer needs pay the tax shown on the invoice.  
TOTAL: \$ 2,738.87

- Price excludes tank offloading, electrical, piping and installation.
- All Prices are FOB Northwest Pump warehouse except where noted differently.
- Terms: \_25\_% down. Tanks and dispensers balance due on completion at factory. Net 30 upon approved credit
- Terms: \_50\_% down on all EVR/ISD systems. Non Returnable/Non Refundable
- Prices are good for 15 days from date of quotation. Exception are steel tanks which are 7 days.
- Gilbarco / Gasboy Terms: Special terms apply to the Gilbarco/Gasboy Equipment. Prices reflect a 3% cash discount. Payments must be received within 10 days of invoice. Invoices are sent upon completion of the order at the factory. 3% will be added to invoice and may be deducted if paid within 10 days. Credit card payment not applicable with these terms.

Initials

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**BY SIGNING AND ACCEPTING THIS QUOTATION, CUSTOMER ACKNOWLEDGES THAT HE/SHE HAS READ, UNDERSTANDS AND AGREES WITH ALL OF THE TERMS AND CONDITIONS LISTED WITHIN**

QUOTED BY: Steve Corah	
SIGNATURE	10/23/20
PRINT NAME	DATE

ACCEPTED BY:	TITLE:
SIGNATURE	DATE
PRINT NAME	

Northwest Pump and Equipment Co. is an Employee Owned company that has been a Petroleum Equipment Distributor since 1959. We are the West's largest distributor of tanks, piping, pumps, meters, tank monitoring systems, leak monitoring systems and lubrication equipment. We are pleased to offer this quotation for the referenced project. Please contact me if you need additional information.



COMPANY:		Skamania County	DATE OF QUOTATION	QUOTE NUMBER
PROJECT:		SQL Software	10/23/20	SKA102320
QTY	Part Number	DESCRIPTION	UNIT PRICE	EXTENDED
<b>FUEL MANAGEMENT SYSTEMS:</b>				
1	20-6162	PetroVend Phoenix SQL Software - includes 2 site licenses	4,600.00	\$ 4,600.00
1	20-6162-XS	PetroVend Additional SQL site license	415.00	\$ 415.00
1	20-6162-03	PetroVend Phoenix SQL training session by OPW-FMS staff (required)	965.00	\$ 965.00
-1		Credit for SQL lite software & training	3,450.00	\$ (3,450.00)
1		Installation by SME Solutions		to follow

**Purchase Upgrade of Phoenix SQL from Northwest Pump for software, setup, trainings and upgrades for the three (3) existing Skamania County Fuel Sites. Skamania County will be able to manage and bill departments for use of fuel sites.**

**Dated this 3 day of November 2020.**

**ATTEST:**

**BOARD OF 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 \_\_\_\_\_

COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS

1. Contract Number \_\_\_\_\_

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

3. Contractor Information: Contractor: Area Agency on Aging & Disabilities for SW WA  
Contact Person: Nellya Zornes  
Title: Contracts & Data Support Specialist  
Address: 201 NE 73<sup>rd</sup> Street, Suite 201  
Address: Vancouver, WA 98665  
Phone: 360-735-5713

4. Brief description of purpose of the contract and County's contracted duties:  
AAADSW contract for MIPPA outreach

5. Term of Contract: From: 10/1/2020 To: 09/30/2021

6. Contract Award Process: (Check appropriate box) N/A  
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: \$1500  
Total Non-County Funds Committed: \$1500 Source: AAADSW- state and fed  
  
Total County Funds Committed: \$0  
TOTAL FUNDS COMMITTED: \$1500

8. County Contact Person: Name: Sophie Miller  
Title: Program Manager

9. Department Approval:   
Department Head or Elected Official Signature

10. Special Comments: \_\_\_\_\_

COMMISSIONER'S AGENDA ITEM COMMENTARY

<b><u>SUBMITTED BY</u></b>	Skamania County Senior Services Department	Signature 
<b><u>AGENDA DATE</u></b>	Nov 10, 2020	
<b><u>SUBJECT</u></b>	MIPPA Outreach	
<b><u>ACTION REQUESTED</u></b>	Approve Contract	

**SUMMARY/BACKGROUND**

This contract is to provide outreach for Medicare Improvement for Patients and Providers Act (MIPPA). MIPPA provides funding for outreach to eligible Medicare beneficiaries about Medicare Part D benefits and to provide application assistance to individuals who may be eligible for Medicare Low Income Subsidy and Medicare Savings Program.

**FISCAL IMPACT**

\$1500 no County match

**RECOMMENDATION**

Approve the contract

**LIST ATTACHMENTS**

AAADSW Contract Signature page, Statement of Work and Special Terms & Conditions

## Contract Signature Page

<b>Service:</b>	Medicare Improvement for Patients and Providers Act for Beneficiary Outreach and Assistance (MIPPA)	<b>Contractor:</b>	Skamania County Senior Services
<b>Performance Period:</b>	October 1, 2020 through September 30, 2021	<b>Address:</b>	PO Box 369 Stevenson, WA 98648
<b>Contract Type:</b>	Professional Services Contract	<b>Contact:</b>	Sophie Miller
<b>Non-Medicaid Allocation:</b>	\$1,500 (See Special Terms & Conditions)	<b>E-mail:</b>	<a href="mailto:miller@co.skamania.wa.us">miller@co.skamania.wa.us</a>
		<b>Phone:</b>	509-427-3985
		<b>Fax:</b>	509-427-0139
<b>Funding Source(s):</b>	MIPPA	<b>Counties Served:</b>	Skamania
<b>Subrecipient or Vendor:</b>	Subrecipient	<b>UBI:</b>	n/a
<b>Required match:</b>	None	<b>Federal Tax ID #:</b>	91-6001363

### AAADSW Contacts

**Program:** Fiona Humphrey  
**email:** [Fiona.Humphrey@dshs.wa.gov](mailto:Fiona.Humphrey@dshs.wa.gov)  
**Telephone:** 360-735-5771  
**Fax:** 360-696-4905

**Contracts:** Tom Waltz  
 Nellya Zornes  
**email:** [Tom.Waltz@dshs.wa.gov](mailto:Tom.Waltz@dshs.wa.gov)  
[Nellya.Zornes@dshs.wa.gov](mailto:Nellya.Zornes@dshs.wa.gov)  
**Telephone:** 360-735-5716  
 360-735-5713  
**Fax:** 360-696-4905

The terms of this Contract are set out in and governed by the following, which are incorporated herein by reference (for consent purposes, please review all documents before signing below):

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> <b>General Terms and Conditions</b> | <input checked="" type="checkbox"/> <b>Exhibit B: Contractor Profile</b>  |
| <input checked="" type="checkbox"/> <b>Statement of Work</b>            | <input checked="" type="checkbox"/> <b>Exhibit C: Invoice Form</b>  |
| <input checked="" type="checkbox"/> <b>Special Terms and Conditions</b> | <input checked="" type="checkbox"/> <b>Exhibit D: Senior Vulnerability Criteria and Disqualifying Crimes List</b> |
| <input type="checkbox"/> <b>Exhibit A: Budget and Staffing Forms</b>    | <input checked="" type="checkbox"/> <b>Exhibit E: Contractor Outreach Plan Template</b>                           |

This contract, including all exhibits and other documents incorporated by reference, contains all of the terms and conditions agreed upon by the parties and supersedes all previous agreements. No other understandings or representations, verbal or otherwise, regarding the subject matter of this contract shall be deemed to exist or bind the parties. The parties signing below warrant they have read and understand all the terms of the contract, and have the authority to enter into this contract.

**Skamania County Senior Services**

**Area Agency on Aging & Disabilities of  
Southwest Washington**

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_      Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
 Name: David Kelly  
 Title: Executive Director      Date: \_\_\_\_\_



## Medicare Improvement for Patients and Providers Act for Beneficiary Outreach and Assistance (MIPPA)

### STATEMENT OF WORK

#### Skamania County Senior Services (Contractor)

#### 1. SERVICE DESCRIPTION

MIPPA provides funding for outreach to eligible Medicare beneficiaries about Medicare Part D benefits and activities that encourage Medicare beneficiaries to access Medicare disease prevention and wellness benefits; and to provide application assistance to individuals who may be eligible for Medicare Low Income Subsidy (LIS) or Medicare Savings Program (MSP).

#### 2. SERVICES TO BE PROVIDED

##### A. Outreach and Enrollment Activities

1. Contractor will conduct outreach to add an additional 100 County residents to receive the Senior Newsletter, which is currently mailed to 277 seniors. The newsletter is a vital source of information for seniors especially during this time.
2. Outreach will be done through posting flyers in post offices and grocery markets and on Facebook. MIPPA information will be sent through the Senior Newsletter and on Facebook.
3. Contractor shall conduct Medicare and Medicare Part D outreach, with special attention to those potentially eligible for the Medicare Savings Program (MSP), and the Low Income Subsidy for drugs ((LIS)
4. Contractor shall assist Medicare beneficiaries to enroll in Medicare Part D
5. Contractor shall assist potentially eligible Medicare beneficiaries to apply for the Low Income Subsidy (LIS) through the Social Security Administration or *Benefits Checkup*

6. Contractor shall assist potentially eligible Medicare beneficiaries to apply for the Medicare Savings Program through the website [www.washingtonconnection.org](http://www.washingtonconnection.org), or a local DSHS office
7. Contractor will conduct outreach to encourage Medicare beneficiaries to access Medicare disease prevention and wellness benefits.

#### **B. Reporting Requirements**

1. Contractor shall ensure that MIPPA-related individual and event data are entered into the CLC-GetCare database before the tenth day following each service month.
2. Contractor shall upload event and publicity documents into the CLC-GetCare database in conjunction with individual and event data reporting.

#### **C. Publications**

1. On all publications funded solely or in part by MIPPA funds, Contractor shall include the following acknowledgement in a font size not less than 10 point on the first page:

**“This project was supported, in part, by grants number 1701WAMIAA-01 and 1701WAMIDR-01 from the U.S. Administration for Community Living, Department of Health and Human Services, Washington, D.C. 20201. Grantees undertaking project with government sponsorship are encouraged to express freely their findings and conclusions. Points of view or opinions do not, therefore, necessarily represent the official Administration for Community Living policy.”**

End

## **Medicare Improvement for Patients and Providers Act for Beneficiary Outreach and Assistance (MIPPA)**

### **SPECIAL TERMS AND CONDITIONS**

#### **Skamania County Senior Services (Contractor)**

##### **1. Purpose**

The purpose of MIPPA program is to increase enrollment in Medicare Part D, Medicare Low Income Subsidy and/or Medicare Savings Programs; and to encourage Medicare beneficiaries to access Medicare disease prevention and wellness benefits.

Contractor shall provide the services and staff and otherwise do all things necessary for, or incidental to, the performance of work as set forth in the Contract's Statement of Work.

##### **2. Period of Performance**

The Period of Performance is October 1, 2020 through September 30, 2021 provided neither party elects to amend the implementation timeframe, or terminate this Contract as outlined in Section M of this Contract's General Terms and Conditions.

##### **3. Service Area**

The geographic service area in which Contractor shall provide the defined services is Skamania County, Washington.

##### **4. Outreach Plan**

Contractor shall complete and submit a draft Contractor Outreach Plan to AAADSW within 30 days of entering into this Contract. AAADSW shall acknowledge, review and approve (or request modifications) in response to the Outreach Plan within 14 days of receiving it.

Contractor shall provide written attestation to AAADSW when all Outreach Plan goals are met.



## 5. Consistent Level of Service

Funds awarded under this Contract are intended to provide a consistent level of service throughout this Contract's Period of Performance. Contractor agrees that if funds are paid prior to the Contract end date, Contractor will continue to provide services for the duration of the Contract in at least the average monthly level of service for the previous three (3) months, unless otherwise approved in writing by AAADSW.

## 6. Funding Sources

Funding source for this program is Federal Medicare Improvements for Patients and Providers Act for Beneficiary Outreach and Assistance.

## 7. Basis for Reimbursement

This is a Professional Services Contract with a total maximum limit. Contractor may bill for one-half (½) of the funding allocation upon approval of Contractor Outreach Plan and one-half (½) of allocation upon written attestation that Contractor Outreach Plan is completed.

Contractor specifically agrees to participate in contract monitoring processes as described in relevant OMB circulars and CFRs, the General Terms and Conditions of this Contract, ADSA Management Bulletins and AAADSW Program Instructions. Contractor shall comply with required corrective actions listed in the monitoring reports.

Contractor specifically agrees that it will:

1. Maintain internal controls that provide reasonable assurance that Contractor is managing of Federal awards in compliance with laws, regulations, and provisions of contracts or grant contracts that could have a material effect on each of its Federal programs.
2. Ensure that audits are performed by a Certified Public Accountant or the State Auditor's Office. Contractor is responsible for the cost of the audit(s).
3. Submit copies of the required audit report and any management letters issued by the auditor to AAADSW within nine (9) months after the close of Contractor's fiscal year.
4. Maintain a complete set of financial records sufficient to withstand a full audit during this Contract's Period of Performance and for the full Record Retention Period thereafter as outlined in this Contract's General Terms and Conditions.
5. Permit AAADSW or its auditor to have access to the records and financial statements necessary for AAADSW to comply with Title 2 CFR 200.
6. Comply with the Omnibus Crime Control and Safe Streets Act of 1968, Title VI of the Civil rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans

with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and the Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G, and 28 CFR Part 35 and Part 39.

7. Maintain documentation for bi-annual inventory tallies for fixed assets, including any discrepancies.
8. Obtain property insurance if government funds are used to purchase assets.

In addition to the policies listed in Section F13 of this Contract's General Terms and Conditions, Subrecipient contractors shall have written fiscal policies and procedures for the following:

- Fixed Assets
- Internal Control (in a separate section)
- Petty Cash
- Cash Disbursements (approvals)
- Private Client Payments

#### **8. Allowable Costs**

Allowable costs are those costs that are necessary and reasonable for proper and efficient performance of this Contract. If it is determined by AAADSW, or during the course of a required audit, that the Contractor has been paid unallowable costs under this Contract, the Contractor will be required to reimburse AAADSW for those costs.

#### **9. Maintenance and Protection of DSHS or AAADSW Property**

Contractor shall take reasonable steps to protect and maintain all DSHS or AAADSW property in its possession against loss or damage, and shall return any such property to DSHS or AAADSW upon termination and non-renewal of this Contract. Reasonable wear and tear of any such property is acceptable. Contractor shall maintain records and keep a written, physical inventory of all real property, equipment and supplies provided by DSHS/AAADSW.

#### **10. Compliance with Davis-Bacon and Related Acts for Any Construction**

Contractor shall receive prior written approval from AAADSW before authorizing any Construction work deemed necessary for delivery of services under this Contract. "Construction" for this purpose is defined as all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work site by the employees of a construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by a person employed at the site by the construction subcontractor.

If construction work is approved by AAADSW, all laborers and mechanics employed by Contractor to work on construction projects in excess of \$2,000 financed by Federal funds (in whole or in part) must be paid wages not less than those established for the locality of the

project (prevailing wage rates) by the U.S. Department of Labor under the Davis-Bacon and Related Acts. Additional information on Contractor’s requirements for construction work will be provided to Contractor at the time of AAADSW’s approval.

**11. Consideration**

The maximum allocation payable to Contractor for satisfactory delivery of MIPPA Program, including all allowable expenses as follows:

Description	Allocation	Total	Funding Source
Outreach Plan Approved by AAADSW	\$750	\$1,500	MIPPA
Outreach Plan Accomplished	\$750		

**12. Matching Fund Requirements**

There is no requirement for Contractor to provide matching funds.

**13. Supplanting**

Funds provided through this Contract shall be used to expand services to new clients only, and shall not supplant other Federal and State funding used for these same services.

**14. Use of Program Income and Unearned Income**

Contractor shall ensure that Clients have the opportunity to make voluntary, confidential contributions for services as outlined in this Contract’s General Terms and Conditions.

Contractor shall report to AAADSW all Program Income received each month and shall ensure these funds are expended within this Contract’s Period of Performance and in accordance with this Contract’s objectives. Contractor shall provide verification that it has written procedures for the receipt and use of Program Income.

Contractor shall identify all revenue in excess of expenses. AAADSW must approve the use of unearned income such as interest on Federal funds received by Contractor in the same or following Period of Performance, or recover the unearned income.

**15. Fraud, Theft, Waste, Abuse or Misuse of Government Funding**

Contractor shall investigate a report or suspicion of fraud, theft, waste, abuse or misuse of government funds, and shall submit to AAADSW a written description of the circumstances immediately upon Contractor’s decision to investigate the report or suspicion.

**16. Billing and Payment**

Contractor shall not bill and AAADSW shall not pay for the delivery of additional services not authorized by AAADSW or for services that have not already been provided.

Contractor shall request payment for services by submitting invoices in paper or electronic copy to AAADSW by the 15<sup>th</sup> calendar day of the month following the month in which services were provided as outlined in this Contract's General Terms and Conditions.

AAADSW's mailing address for invoices is:

Area Agency on Aging & Disabilities of Southwest Washington  
Attn: Matt Gustofson  
201 NE 73<sup>rd</sup> Street  
Vancouver, WA 98665-8343  
[GustoM@dshs.wa.gov](mailto:GustoM@dshs.wa.gov)

AAADSW submits correct Official Invoices and Transaction Information for payments to be made to contractors per the following schedule:

<b>Transaction Information received by AAADSW staff</b>	<b>Payments are issued</b>
Between the 1 <sup>st</sup> and the 15 <sup>th</sup> day of a month	Last working day of the same month
Between the 16 <sup>th</sup> and the last day of a month	15 <sup>th</sup> day of the following month <i>(or last working day prior to the 15<sup>th</sup>)</i>

End

## COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS

1. Contract Number 2020-001

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

3. Contractor Information:                      Contractor:    Wa Tech  
    Contact Person: Joanne Markert  
    Title:    State GIS Coordinator  
    Address:    joanne.markert@ocio.wa.gov  
    Address:  
    Phone: 360-407-8691

4. Brief description of purpose of the contract and County's contracted duties: 6" resolution aerial photography (digital)

5. Term of Contract:    2 years                      From: now    To: 03/31/2022

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

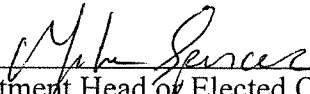
- Exempt (Purchase is \$2,500 or less upon order of the Board of Commissioners)  
 Informal Bid Process (Formal Quotes between \$2,500 and \$25,000)  
 Formal Sealed Bid Process (Purchase is over \$25,000)  
 Other Exempt (explain and provide RCW)\_GOVT. ENTITY\_\_\_\_\_

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)

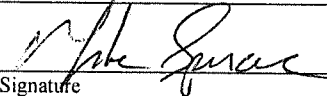
7. Amount Budgeted in Current Year:	\$5000	
Amount Not Budgeted in Current Year	\$0	Source: _____
Total Non-County Funds Committed:	\$0	Source: _____
Total County Funds Committed:	\$5000	
<b>TOTAL FUNDS COMMITTED:</b>	<b>\$5000</b>	

8. County Contact Person:                      Name: Gabe Spencer  
    Title: Assessor

9. Department Approval:                        
 Department Head or Elected Official Signature

10. Special Comments:

COMMISSIONER'S AGENDA ITEM COMMENTARY

<b><u>SUBMITTED BY</u></b>	Assessor	
	Department	Signature
<b><u>AGENDA DATE</u></b>	10 <sup>th</sup> November 3 <sup>rd</sup> , 2020	
<b><u>SUBJECT</u></b>	Service Level Agreement with Wa Tech	
<b><u>ACTION REQUESTED</u></b>	Approve agreement as presented	

**SUMMARY/BACKGROUND:**

Each year the County invests in a state-wide consortium for high quality imagery

**FISCAL IMPACT:**

\$5,000

**RECOMMENDATION;**

To move to approve the requested Service Level Agreement

**Specific past accomplishments:**

Delivered 12" resolution imagery County-wide. Including Lidar and infrared imagery. During this contractual cycle the intent is to deliver 6" resolution and other valuable imagery data at a fraction of the cost of independently hiring for these services.



**SERVICE LEVEL AGREEMENT**

<b>Statewide Imagery Consortium Group</b>	Skamania County Imagery Consortium Contributing Member
---	---

WaTech Service Level Agreement Number: <b>2020-001</b>
WaTech Customer Service Agreement Number: <b>8300-0</b>
Customer Contract Number (optional):

**1. Purpose**

This Service Level Agreement Number 2020-001 (SLA) is executed by the Washington State Consolidated Technology Services (CTS), hereinafter referred to as Washington Technology Solutions (WaTech) and Skamania County hereinafter referred to as the Customer, pursuant to the terms and conditions of Customer Service Agreement Number 8300-0(CSA). The parties acknowledge they have read and understand the terms and conditions therein and by this reference incorporate those terms in this SLA. All rights and obligations of the parties shall be subject to and governed by the terms of the CSA and the SLA. This SLA sets forth the obligations of the parties with respect to WaTech’s provision of Statewide Imagery Services to the Customer.

**2. Term and Termination**

The term of this SLA is effective upon the date of execution by both parties and shall remain in full force and effect until March 31, 2022 unless extended upon written mutual agreement between the parties or terminated as specified below.

Either party may cancel or terminate this SLA pursuant to the terms of the CSA or upon 10 business days’ written notification to the other party. In the event the CSA is terminated, this SLA shall also terminate on the CSA termination date.

This SLA supersedes and replaces all prior SLAs for Statewide Imagery Consortium Group imagery services.

**3. Scope of Work**

CTS shall furnish the access to the Web based services, and a hard copy of the applicable State/County/City specific data and otherwise do all things necessary to make access to the data and service possible as defined in the *Technical Specification and Requirements (Schedule B)* and subject to the *End User License Agreement (EULA)* included in Contract 20-077 between CTS/WaTech and Ascent GIS, references in Schedule A to contract period refer to the original contract, not this SLA (*Schedule A*).

**4. Pricing and Service Fees**

The total dollar amount expended under this SLA shall not exceed \$5,000.00 per year for 2 years.

**5. Billing and Invoices**

Billing and invoicing will be handled by Consolidated Technology Services and invoiced yearly using the Customers assigned Consolidated Technology Services Account Code.

**6. Service Level Agreement Changes**

This SLA may be modified at any time upon mutual written agreement of the parties. All such modifications will be made as an amendment to the SLA and will take precedence over the original SLA.

**7. Order of Precedence**

If there is a conflict between this SLA and the CSA, the conflict will be resolved by giving precedence first to this SLA and then to the CSA.

**8. SLA Management**

Unless otherwise indicated, all correspondence regarding this SLA should be directed to:

<b>Primary Contact Name:</b> Gabe Spencer	<b>Primary WaTech Contact Name:</b> Joanne Markert
<b>Title:</b> Assessor	<b>Title:</b> Program Manager
<b>Address:</b> PO Box 790 Stevenson, WA 98648	<b>Address:</b> 1500 Jefferson Olympia, WA 98501
<b>Phone:</b> 509.427.3721	<b>Phone:</b> 360.407.8691
<b>E-Mail:</b> <a href="mailto:spencer@co.skamania.wa.us">spencer@co.skamania.wa.us</a>	<b>E-Mail:</b> <a href="mailto:joanne.markert@ocio.wa.gov">joanne.markert@ocio.wa.gov</a>
<b>Billing email:</b>	

**12. Termination for Convenience**

Either CTS/WaTech or the Customer may terminate this Contract, including all Statement(s) of Work if applicable, in whole or in part, by fourteen (14) calendar days' written notice to the other party. If this SLA is so terminated, the Customer is liable only for payments required by the terms of this SLA or any SOW for Services received and accepted prior to the effective date of termination.

**13. Authorization/Acceptance**

This SLA and the CSA constitute the entire agreement between the parties and supersedes all other communication, written or oral, related to the subject matter of this SLA. Customer hereby authorizes CTS to perform the services described herein. The Parties hereby acknowledge and accept the terms and conditions of this SLA.



**IN WITNESS WHEREOF, the parties have executed this Service Level Agreement.**

**APPROVED**

State of Washington  
Consolidated Technology Services/Washington  
Technology Services (WaTech)


**APPROVED**

State of Washington

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Joanne Markert  
Print or Type Name

\_\_\_\_\_  
State GIS Coordinator  
Title  
Date

\_\_\_\_\_  
  
Signature

\_\_\_\_\_  
Gabe Spencer  
Print or Type Name

\_\_\_\_\_  
Assessor  
Title  
Date 10/28/20

Approved as to Form by the Office of the Attorney General

**Schedule A**  
***End User License Agreement (EULA)***



**END USER ACCESS AGREEMENT**

**IMPORTANT - READ CAREFULLY BEFORE ACCESSING INFORMATION FROM THIS HEXAGON-ENABLED WEB SITE, DOWNLOADING INFORMATION OR USING SERVICES FROM HEXAGON. BY ACCESSING THIS HEXAGON-ENABLED WEB SITE OR OTHER MEANS OF ACCESSING OR DOWNLOADING INFORMATION, YOU ACCEPT THIS AGREEMENT. IF YOU DO NOT AGREE WITH THE TERMS OF THIS AGREEMENT, DO NOT ACCESS THIS INFORMATION FROM ANY HEXAGON-ENABLED WEB SITE, OR OTHER MEANS OF ACCESSING OR DOWNLOADING INFORMATION. ACCESS TO THE GEOSPATIAL DATA IS GRANTED BY HEXAGON EXCLUSIVELY ON THESE TERMS OR OTHER TERMS EXPRESSLY AGREED IN WRITING AND SIGNED BY AN AUTHORIZED OFFICER OF HEXAGON.**

This End User Access Agreement is between you and Leica Geosystems Inc. ("Hexagon"), a Delaware corporation with a place of business at 5051 Peachtree Corners Cir., Suite 250, Norcross, GA 30092, USA.

**Access and Rights.** During the subscription period as set forth in the ordering webpage, Hexagon grants access to various physical world data including but not limited to; 1) stereo, ortho-rectified, and/or oblique aerial imagery, 2) point cloud, elevation, and/or digital surface model data, 3) various derivative natural or humanmade geographic feature data, and 4) associated metadata or attribute information (the "Geospatial Data") through the online services provided by Hexagon (the "Services") to you and such other persons authorized by you to use the Services in accordance with the Acceptable Use Policy (you and such authorized users hereinafter being collectively referred to as the "Authorized End Users"), for which you have paid the required fees. You are responsible for compliance with the terms of this End User Access Agreement by the Authorized End Users you delegate or to whom you grant log-in credentials to the Services.

During the subscription period set forth in the ordering webpage, and subject to payment of fees and compliance with this Agreement, Authorized End Users may (i) consume Geospatial Data through a desktop and/or web-based GIS application (to the extent compatible with the Geospatial Data), (ii) combine vector layers and other data sets with the Geospatial Data, (iii) create reports, marketing collateral, and other work product of yours ("Your Work Product") containing the Geospatial Data (iv) print images of Geospatial Data in hardcopy. You may deliver, or give access to, Your Work Product to your customers, provided your customers are bound not to distribute, copy or publish Your Work Product containing the Geospatial Data except for internal purposes and not for further sale or distribution, unless you are using an unpaid evaluation license, in which case you may not copy, give access to, or distribute Your Work Product that contains the Geospatial Data. For purposes of this End User License Agreement "internal purposes" means use consistent with CTS' provider status in RCW 43.105.

**Attribution.** In Your Work Product (including work product created by you or your other Authorized End Users) that contains or reproduces the Geospatial Data, you shall give notice that the Geospatial Data is "Copyright 2019 Hexagon" or as adjusted to the then current year or such other notice as Hexagon may instruct from time to time in writing.

**Ownership.** Geospatial Data is not sold to the Authorized End User and no ownership rights are transferred to the Authorized End User. The Geospatial Data is owned by Hexagon or its licensors.

**Confidentiality.** "Confidential Information" means all information disclosed by Hexagon ("Disclosing Party") to an Authorized End User ("Receiving Party"), whether orally or in writing, that is designated as confidential or that relates to the Services, including the terms of this Agreement (including pricing). Confidential Information excludes any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, (iv) was independently developed by the Receiving Party, or (v) is not exempt under the Washington Public Records Act RCW 42.56.

The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind, but in no event less than reasonable care, to (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope

of this Agreement and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who are under confidentiality obligations with the Receiving Party not materially less protective than those herein. The Receiving Party shall destroy Confidential Information in its possession upon termination of this agreement. Nothing in this section grants rights to Geospatial Data greater than those set forth in section 1 of this Agreement.

The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

**Fees and Taxes.** The ordering web page sets forth the fees, subscription term and other terms related to access and use of the Geospatial Data, and is hereby incorporated into, and forms a part of, this Agreement. Fees are exclusive of all applicable sales, use, value added, GST, and other taxes (and all applicable tariffs, customs duties and similar charges), and you will be responsible for payment of all such taxes (other than taxes based on the net income of Hexagon), tariffs, duties and charges (and any related penalties and interest), payable in connection with this Agreement or the provision of Services hereunder. The total invoice amount for fees is subject to increase by the amount of any taxes which Hexagon is required to pay and/or which you are required to withhold, collect or pay upon the fees so that Hexagon receives the full amount of the fees invoiced. If you are claiming tax exemption status, you must provide a copy of a valid tax exemption certificate.

**Restrictions.** The Geospatial Data and Services may only be used by the Authorized End User or by individual users authorized in writing by Hexagon, and not by any other party, whether or not affiliated with the Authorized End User. Except as otherwise expressly provided in this End User Access Agreement, no part of the Geospatial Data, the Services or products derived therefrom, or any right granted under this Agreement may be copied, sold, rented, leased, lent, sub-licensed, disclosed, or transferred to any other person or entity. The Authorized End User shall not use any part of the Geospatial Data or the Services to develop or derive any other product or service for distribution, disclosure, or commercial sale, whether by hardcopy, digital medium or web service, without a license specifically authorizing it to do so, with the understanding that no such right is granted under this Agreement except in connection with Your Work, which your customers may use for internal purposes, strictly as provided in paragraph 1. You have no other rights to the Geospatial except as expressly set forth in paragraph 1 or the ordering web page. Without limiting the foregoing, you may not re-sell or re-distribute or give access to the Geospatial Data as a web service. You may not use the Geospatial Data in connection with a service bureau or for time-sharing purposes or in any other way allow third parties to exploit the Geospatial Data, except your customers as specifically authorized by this End User Access Agreement. You shall not provide passwords or other log-in information to any third party, except as specifically authorized by this End User Access Agreement. The Authorized End User acknowledges that the Geospatial Data and Services contain and embody proprietary materials, valuable data, trade secrets, and copyrights of Hexagon and its licensors and suppliers. Unauthorized reproduction, modification, distribution, or display of the Geospatial Data or the Services in whole or in part, and in any manner not expressly authorized in this Agreement, are prohibited. The Authorized End User shall keep confidential and use its best efforts to protect the Geospatial Data and the Services and prevent their unauthorized disclosure or use. The Authorized End User shall immediately notify Hexagon upon discovering evidence of a current or threatened misuse or unauthorized use or disclosure of the Geospatial Data or Services by any party. The Authorized End User may not modify, distort, disassemble, decompile or in any way attempt to reverse engineer the Services or any software provided as part of the Geospatial Data or the Geospatial Data itself. Each Authorized End User shall comply with the Acceptable Use Policy.

The Authorized End User may not transfer the Geospatial Data to or store the Geospatial Data or the Services in any electronic network for use by more than the number of users authorized in writing by Hexagon, unless it obtains prior written permission from Hexagon and pays associated additional fees.

If the Authorized End User is a federal, provincial, state or local government agency, the Geospatial Data is licensed solely to the particular agency and not to any other government agency unless explicit authorization has been received from Hexagon.

**Evaluation Access.** Hexagon may grant a right to access the Services during an evaluation period. In addition to the restrictions set forth above, Authorized End Users, during an evaluation period, shall use the Services for evaluation only, and shall not use the Services for any commercial or profit-making activity, including, but not limited to, non-revenue commercial activities such as marketing, bid submission, and promotion. Upon termination of the evaluation period, the Authorized End Users shall return or destroy all Geospatial Data and any reports, documents or files incorporating the Geospatial Data.

**Non-Hexagon Services.** Hexagon may offer certain Services, or features or functions within Services, made available by unaffiliated third parties ("Non-Hexagon Services"). Accessing such Non-Hexagon Services may cause your computer to communicate with a third-party website. Such connectivity or access to third party websites or third-party materials is governed by the terms found on such sites, and access to and use of Non-Hexagon Services may require your agreement to separate terms. Linking to or use of Non-Hexagon Services constitutes your agreement with such terms. Hexagon Group Companies are not a party to such third-party agreements and are not responsible for such Non-Hexagon Services. Hexagon may at any time, for any reason, modify or discontinue the availability of any Non-Hexagon Services.

**Hexagon Affiliates.** You acknowledge that Hexagon has Affiliates and subcontractors worldwide. You acknowledge and agree that Hexagon affiliates and subcontractors are entitled to provide the Services to you.

**Warranty Disclaimer and Limit of Liability.** THE GEOSPATIAL DATA AND THE SERVICES ARE PROVIDED "AS IS," AND HEXAGON MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, UPTIME, ACCURACY, OR NON-INFRINGEMENT. IN NO EVENT WILL HEXAGON AND ITS AFFILIATES, OFFICERS, DIRECTORS OR EMPLOYEES BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES, HOWEVER CAUSED, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS AND LOST DATA. THE AUTHORIZED END USER ACKNOWLEDGES THAT ITS SOLE REMEDY UNDER THIS AGREEMENT IS TO REQUIRE HEXAGON TO REDELIVER THE GEOSPATIAL DATA GIVING RISE TO ANY BREACH OF THIS AGREEMENT OR BREACH OF DUTY. THE AGGREGATE LIABILITY OF HEXAGON FOR ALL OTHER LOSSES, LIABILITIES, CLAIMS, DAMAGES OR ASSESSMENTS, OF ANY KIND OR NATURE, SHALL NOT EXCEED THE LICENSE FEES PAID BY THE AUTHORIZED END USER TO HEXAGON WITH RESPECT TO THE GEOSPATIAL DATA OR THE SERVICES AT ISSUE IN ANY DISPUTE OR CLAIM.

The Authorized End User agrees that the limitations of liability and disclaimers set forth herein will apply regardless of whether the Authorized End User has accepted the Geospatial Data or any other product or service delivered by Hexagon. The Authorized End User acknowledges and agrees that Hexagon has set its prices and entered into this Agreement in reliance upon the disclaimers of warranty and the limitations of liability set forth herein, that the same reflect an allocation of risk between the parties (including the risk that a contract remedy may fail of its essential purpose and cause consequential loss), and that the same form an essential basis of the bargain between the parties.

In addition, in no event shall Hexagon be liable for any third-party websites that appear in or are referenced by the Hexagon ordering web page.

**Acceptable Use.** You shall ensure all your Authorized End Users comply with the Acceptable Use Policy ("AUP"). The latest version of AUP posted <https://hxgncontent.com/global/acceptable-use-policy>, is incorporated herein by reference. An Authorized End User may be prompted with review and acceptance of the AUP to gain access to the Services. Hexagon reserves the right to change the AUP at any time. Any update to the AUP may require each Authorized End User to re-accept the modified AUP. Failure to comply with the AUP may result in suspension of the Services or termination of this Agreement for material breach. During any period of suspension, you will still be liable for payment of the applicable fees.

**Term.** Hexagon may terminate this End User Access Agreement, which will terminate all access to the Services and the Geospatial Data, if the Authorized End User fails to comply with any term of this Agreement. In the event of termination, the Authorized End User must immediately return the Geospatial Data to Hexagon or destroy it and certify this destruction in writing to Hexagon.

**Complete Agreement.** This Agreement and ordering web page set forth the complete and exclusive statement of the understanding between the Authorized End User and Hexagon with respect to the Geospatial Data and the Services and may be amended or modified only in a written instrument signed by a duly authorized representative of both parties. If any provision is determined to be invalid or unenforceable, the remaining provisions of this Agreement shall continue to be valid and enforceable. Without the prior written consent of Hexagon, neither this Agreement nor any of the rights granted by it may be assigned or transferred by the Authorized End User. This restriction on assignments or transfers shall apply to assignments or transfers by operation of law, as well as by contract, merger or consolidation.

- Export.** You acknowledge that this Agreement and the performance thereof is subject to compliance with any and all applicable Swiss, Canadian, EU and United States laws, regulations, or orders relating to export. You expressly acknowledge and agree that you will not export, re-export, transfer or release the Geospatial Data in whole or in part to (a) any EU, Swiss, Canadian and/ or U.S. embargoed country (or to a national or resident of any EU, Swiss, Canadian and/ or U.S. embargoed country); (b) any person on the U.S. Treasury Department's list of Specially Designated Nationals; (c) any person or entity on the U.S. Commerce Department's Table of Denial Orders; or (d) any person or entity on any EU or Swiss or US Denied Parties Lists; or (e) any person or entity where such export, re-export or provision violates any EU or Swiss or Canadian or U.S. export control laws or regulations including, but not limited to, the terms of any export license or licensing provision and any amendments and supplemental additions to EU or Swiss or Canadian or U.S. export laws as they may occur from time to time.
- Force Majeure.** Except for your payment obligations, neither party will be held liable or responsible for delay or failure to perform any of such party's obligations under this Agreement occasioned by any cause beyond its reasonable control, including but not limited to war; terrorist acts; civil disturbance; fire; flood; earthquake; acts or defaults of common carriers; governmental laws, acts, regulations, embargoes or orders; or any other cause, contingency or circumstance not subject to such party's reasonable control. The affected party will resume full performance of interrupted obligations as soon as practicable upon cessation of intervening causes.
- Notices.** Notices permitted or required under this Agreement shall be in writing and delivered personally (including courier service), by certified or registered mail, return receipt requested, or by confirmed facsimile transmission. Notices shall be effective upon receipt. If notice is sent to Hexagon, it shall be directed to Attn: Legal Department.
- Precedence.** In the event of a conflict or inconsistency in the Agreement documents, the following order of precedence shall apply: (i) the ordering webpage, (ii) the Acceptable Use Policy, and (iii) this End User Access Agreement. The English language version of this Agreement is legally binding in case of any inconsistencies between the English version and any translations.
- Governing Law.** The interpretation, Agreement shall be governed by the following law: (a) if the Authorized End User is a government entity, the applicable laws of the Authorized End User, (b) in all other cases, the law of the state of Georgia, U.S.A., excluding its choice of law principles.
- Restricted Rights to U.S. Federal Agencies.** As prescribed in FAR 27.409(f), the Geospatial Data is existing data, and is licensed to the U.S. government under clause: 52.227-18 Rights in Data-Existing Works.
- No Joint Venture.** This Agreement shall not create any relationship between you and Hexagon as joint ventures, partners, associates, or principal and agent. Neither party is granted any right of authority and shall not create any obligation or responsibility for or on behalf of the other party. Neither party shall have the authority to bind the other party.

**Electronic Agreement.** You expressly consent and agree that ordering webpages and related Hexagon forms may be electronically signed or acknowledged and agreed, and that such electronic signatures shall be treated, for purposes of validity, enforceability as well as admissibility, the same as written signatures.

Special Terms and Conditions which are granted to Washington State with regards to the End User License Agreement.

**Special Terms and Conditions**

- 1) The following entities shall be allowed unlimited access licenses;
  - a. All State Government Agencies and Regents-level institutions
  - b. All County-level governments
  - c. All Municipal (city) governments
  - d. All Public Safety Answering Points (PSAP)
  - e. Tribes who are served and part of E911 and NG911
  - f. Any commercial firm or organization holding an active contract to conduct work on behalf of the entities listed above.
  
- 2) Authorized users shall be allowed to develop and publish, not for monetary gain, publicly available web applications which utilize ortho-imagery or web map service(s), in a view-only mode with no download capability.
  
- 3) Authorized users shall be allowed to print and distribute, not for monetary gain, hardcopy format maps that display the orthoimagery.
  
- 4) At the end of the contract period , all previous vintage data will enter into a perpetual license. At the end of the contract period, if not renewed, the web services will no longer be provided. However, the license allows for perpetual use of the previous vintage data for all approved users. Upon renewal of the contract or refresh of the data, the previous vintage data will be allowed in the public domain.

**CUSTOMER**

\_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Schedule B

### Technical Specifications and Requirements



Specification	15cm Program	30cm Program
(Planned) allowable GSD	0.2m nominal GSD with ADS100 HR mode	Maximum 0.4 meter
Accuracy	15cm : RMSE x/y 0.5m RMSEr = 0.71m CE90 = 1.07m CE95 = 1.22m	RMSEx/y = 1.2m RMSEr = 1.7m CE90 = 2.6m CE95 = 3.0m
Minimum sun angle	30° minimum, however, every effort should be made to acquire the downtown core as well as any tall building filler lines at the highest solar possible in the day.	30°
Cloud/cloud shadow	[Cloud cover] must be less than 3% per 5 km by 5 km block, and less than 5% per square kilometre image. Any detail obscured must not include urban areas and housing or roads in rural areas. In mountainous areas these criteria may be relaxed to 10% obscured per 5 km by 5 km block is provided housing and roads are not obscured. Provided the above criteria have been met, in instances where small areas of cloud remain and providing every effort has been made to remove cloud using adjoining imagery, there is no further requirement to manually edit remaining cloud. For the avoidance of doubt, in these limited circumstances, visible lines along cloud edges are acceptable.  [Cloud shadow] - 6% per 5 km by 5 km is acceptable providing that real-world detail such as road markings and street furniture can be clearly viewed throughout the imagery.	≤10% and not obscuring HVA area or paved roads or other transportation network
Smoke/fire	See cloud cover	May be cause for rejection
Persistent smoke (volcano, factory, crop burn, etc.)	See cloud cover	Allowable – not cause for rejection
Snow/ice cover	Must be less than 3% per 5 km by 5 km block, and less than 5% per square kilometre image. Any detail obscured must not be of high significance (for example any urban area and housing or roads in rural areas). In mountainous areas this may be relaxed to 10% obscured per 5 km by 5 km block, provided only small amounts of ground detail are affected.	Permanent snow/ice is acceptable
Specular reflection	Must not be detrimental to the image appearance or impede the ability to extract information from the imagery when viewed at true scale (that is 1:1).	Allowable provided shoreline and surrounding features are not obscured
Maximum allowable image shear	≤ 3 pixels	≤ 3 pixels
Band-to-band pixel misregistration	≤ 0.5 pixel and no perceivable color fringing	≤ 0.5 pixel and no perceivable color fringing
Sidelap	Urban areas minimum 30% or greater with ADS100 Urban areas minimum 15% or greater with ADS120 See building Lean below for supplemental flightlines	Minimum 27%
Non-pixel data	DN value of 0 and 255 reserved for non-data	DN value of 0 and 255 reserved for non-data
Acceptable image blemishes, scratches, artifacts, etc.	Imagery should be blemish and artifact free	Imagery should be blemish and artifact free
Flooding/standing water	Must be less than 3% per 5km by 5km, and less than 1% per square kilometre image. Any detail obscured must not be of high significance or represent key	Acceptable as long as paved roads or agricultural field boundaries are

	features on the ground, for example; urban areas, housing, communication routes and field boundaries.	not obscured
Occlusions	Smearing from DEM inaccuracies or occlusions that exceed 3% of a 5km X 5km area are not acceptable.	No stated policy but subject to call-out
Smearing	Smearing caused by turbulence is not acceptable.	No stated policy but subject to call-out
Clipping	Cumulative luminosity pixel count for bins 0-5 and 250-255 shall not be less than 98%,preferably > 99%	Cumulative luminosity pixel count for bins 0-5 and 250-255 shall not be less than 98%,preferably > 99%
Contrast	Must be consistent across the block. The appearance of too much contrast where shadows become too dark or too little contrast where the appearance is of a flat nature must be avoided. This applies to all topography, including monotone.	Difference between cumulative pixel counts containing 99% and 1% of the data shall be greater than 59% of the bit depth, $\pm 4\%$ Target: 150 Minimum: 140 Maximum: 160
Brightness	Mean pixel count within $\pm 7.5\%$ of the middle DN value Minimum: 108 Maximum: 147	Mean pixel count within $\pm 7.5\%$ of the middle DN value Minimum: 108 Maximum: 147
Color balance	Neutral objects shall be have a DN difference of no more than 5 for any RGB triplet. Should be consistent across the supplied block with minimal banding caused by vignetting or hot spots due to excessive light. The appearance of the image must be a realistic representation of the true colour on the ground. Pre-delivery samples may be requested.	Neutral objects shall be have a DN difference of no more than 5 for any RGB triplet
Bridge warp/smear	Bridge/freeway/causeway warp/smear is not acceptable. Modifications undertaken to reduce pixel stretch must ensure that the resultant ortho image is a realistic representation of real world features. Pixel stretch on man-made features, building, bridges, and other elevated features, where the geometric fidelity of the feature is compromised, may be reduced using image manipulation software provided there is no over simplification or unrealistic fabrication of real world detail (for example buildings, roads and railways).	Bridge/freeway/causeway warp/smear is not acceptable
Building seamline sheer	Visible joins between ortho-images and flight lines within each block should be avoided but will be accepted under the following conditions: they do not hide detail or adversely affect the ability to extract information from the image; they do not stretch the entire length of the seamline, for example clearly outlining entire images; they do not impact geometric fidelity (no change in shape or alignment between images); there is no positional shift between images along visible lines; and o the colour difference is slight and/or well graduated and consistent both within the block and with edgematched blocks in the Imagery Layer. they are along any cloud edges remaining from the Cloud Cover conformity.	Within HVAs only
Building Lean	Supplemental flightlines will be added as required to minimize building lean. Buildings over 60ft tall that are not at nadir will be assessed for lean. Seamlines will be moved to use the most nadir data. The objective is to have the centre line of roads visible.	



MOTION

I, \_\_\_\_\_, move to set a public hearing for 5:30 p.m. or after, on Tuesday, December 15, 2020 to consider adoption of the 2021 Final Budget and to consider setting 2021 Current Expense and County Road Property Tax Levies.

Seconded by: \_\_\_\_\_

Motion approved on: November 10, 2020.

ATTEST:

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Commissioner

Aye \_\_\_\_\_  
Nay \_\_\_\_\_  
Abstain \_\_\_\_\_  
Absent \_\_\_\_\_

**NOTICE OF PUBLIC HEARING**  
**Before the**  
**Board of Skamania County Commissioners**

**PURPOSE:** The Skamania County Board of Commissioners are hereby giving notice that a public hearing will be held to consider adoption of the 2021 Final Budget and to consider setting 2021 Current Expense and County Road Property Tax Levies.

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. Send to Skamania County Board of Commissioners, Attn: Debbie Slack, Clerk of the Board, PO Box 790, Stevenson, WA 98648 or [slack@co.skamania.wa.us](mailto:slack@co.skamania.wa.us) Anyone interested may appear and be heard.

**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

**Meeting ID: 813 4248 1018**

Join Zoom Meeting **Audio only from your computer**

**<https://us02web.zoom.us/j/81342481018>**

**DATE:** Tuesday, December 15, 2020  
**TIME:** 5:30 PM  
**PLACE:** Skamania County Courthouse, Room No. 18 (lower level)  
240 NW Vancouver Avenue  
Stevenson, WA.

The Skamania County Courthouse is accessible for persons with disabilities. Please let us now if you will need any special accommodations in order to attend the meeting. (509) 427-3706.

**DATED** this 10th day of November 2020.

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**Debbie Slack**  
**Clerk of the Board**

Publish: November 18th and November 25, 2020

**DATE:** November 10, 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 adoption of the 2021 Final Budget and to consider setting 2021 Current Expense and County Road Property Tax levies  
Publish as: Legal Notice  
Publish on: November 18th and November 25<sup>th</sup>, 2020  
Send Bill to: Commissioners

MOTION

I, \_\_\_\_\_, move to adopt the 2021 Preliminary Budget as presented.  
Seconded by: \_\_\_\_\_

Motion approved on: November 10, 2020.

ATTEST:

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Commissioner

Aye \_\_\_\_\_  
Nay \_\_\_\_\_  
Abstain \_\_\_\_\_  
Absent \_\_\_\_\_

Attachment A

Skamania County Preliminary Budget 2021	2021	
	Revenue	Expense
<b>CURRENT EXPENSE</b>		
Boundary Review Board	-	5,542.00
Commissioners	2,020.00	622,939.00
Public Defender	-	85,200.00
Superior Court	61,226.00	255,730.00
Clerk	66,000.00	396,415.00
District Court	127,159.00	639,851.00
Treasurer	308,250.00	403,267.00
Auditor	260,950.00	622,934.00
Assessor	35,710.00	564,994.00
Board of Equalization	-	15,540.00
Prosecutor	135,288.00	799,750.00
Support Enforcement	52,700.00	55,065.00
Civil Service	-	1,250.00
Buildings & Grounds	146,360.00	869,762.00
Information Technology	2,000.00	514,841.00
Sheriff	575,668.00	3,057,984.00
Probation	36,750.00	114,510.00
Jail	183,500.00	1,273,961.00
Jail Work Crew	100,000.00	128,116.00
Emergency Management	77,040.00	108,044.00
Juvenile Services	63,887.00	286,766.00
Noxious Weed	215,650.00	298,824.00
Planning 0010.310	317,600.00	469,400.00
Coroner	8,000.00	36,352.00
Community Events & Recreation	161,300.00	378,160.00
Human Resources	-	277,424.00
External Services	11,900.00	186,236.00
<b>Sub Total</b>	<b>2,948,958.00</b>	<b>12,468,857.00</b>
<b>Operating Transfers Out</b>		
To C/R Salaries & Wages	-	0.00
To C/R Contingent Liability	-	50,000.00
To County Road (Plowing)	-	10,000.00
To Seniors	-	218,630.00
To C/R Insurance	-	0.00
To C/R IT Fund	-	0.00
To Nuisance Control	-	0.00
<b>Subtotal Op Transfers Out</b>	<b>-</b>	<b>278,630.00</b>
<b>Non-Departmental Revenue</b>	<b>10,096,609.00</b>	<b>1,400,000.00</b>
<b>Current Expense Total</b>	<b>13,045,567.00</b>	<b>14,147,487.00</b>
Difference	(1,101,920.00)	

Skamania County Budget 2021 SPECIAL REVENUE FUNDS	2021			
	Beginning Cash	Revenue	Expense	Ending Cash
C/R Insurance	-	691,760.00	691,760.00	-
C/R Contingent Liability	237,707.00	50,000.00	287,707.00	-
C/R Salaries and Wages	926,317.00	-	926,317.00	-
C/R Buildings and Grounds	300,000.00	-	300,000.00	-
C/R Facilities and Land	600,000.00	-	600,000.00	-
C/R Loan	-	1,400,000.00	1,400,000.00	-
C/R Information Technology	361,246.00	-	361,246.00	-
Hotel Motel Tax	205,259.00	100,000.00	122,000.00	183,259.00
Crime Victims Compensation	106,493.00	69,294.00	64,151.00	111,636.00
Law Library	2,179.00	1,406.00	3,585.00	-
Sheriff Drug Investigation Fund	37,424.00	4,000.00	10,750.00	30,674.00
SARS/EMS	5,540.00	2,000.00	2,000.00	5,540.00
Emergency 911	120,173.00	608,706.00	529,307.00	199,572.00
Inmate Welfare	56,479.00	13,500.00	23,500.00	46,479.00
Sheriff Criminal Investigation	26,883.00	10,000.00	19,500.00	17,383.00
Treasurers O&M	16,000.00	700.00	700.00	16,000.00
Cable TV Fund	47,006.00	7,200.00	3,500.00	50,706.00
Community Health	548,864.00	2,514,550.00	2,514,549.00	548,865.00
Senior Services	30,000.00	1,029,262.00	1,059,262.00	-
Veterans Relief	186,300.00	42,000.00	51,000.00	177,300.00
Election Reserve	122,000.00	4,000.00	30,000.00	96,000.00
Auditors O&M	159,500.00	58,000.00	56,500.00	161,000.00
Affordable Housing	17,440.00	16,200.00	33,640.00	-
County Clerk Collections	58,519.00	5,844.00	5,844.00	58,519.00
Real Estate Excise Tax	45,000.00	8,500.00	18,500.00	35,000.00
Trial Court Improvement	34,978.00	12,696.00	14,700.00	32,974.00
Nuisance Control	44,582.00	-	44,582.00	-
Wind River Business Park	2,000.00	400,158.00	374,373.00	27,785.00
Title III - General	186,039.00	165,409.00	198,386.00	153,062.00
Homeless Housing & Assistance	233,850.00	124,000.00	114,368.00	243,482.00
Family Support Fund	22,101.00	2,392.00	24,493.00	-
County Road	2,798,598.00	4,309,436.00	4,483,246.00	2,624,788.00
C/R County Road	798,273.00	-	-	798,273.00
<b>Subtotal Special Revenues</b>	<b>8,336,750.00</b>	<b>11,651,013.00</b>	<b>14,369,466.00</b>	<b>5,618,297.00</b>

**CAPITAL IMPROVEMENT FUNDS**

Capital Imp 0.09 (3010.000)	200,000.00	140,000.00	283,487.00	56,513.00
Capital Imp REET (3010.100)	173,967.00	230,000.00	273,000.00	130,967.00
Capital Imp Fair (3010.200)	3,467.00	4,600.00	-	8,067.00
<b>Total Capital Improvement Fund</b>	<b>377,434.00</b>	<b>374,600.00</b>	<b>556,487.00</b>	<b>195,547.00</b>

**ENTERPRISE FUNDS**

Solid Waste	221,310.00	1,180,000.00	1,313,415.00	87,895.00
Building Inspec & Enviro Health Srv	220,000.00	360,200.00	342,930.00	237,270.00
<b>Total Enterprise Funds</b>	<b>441,310.00</b>	<b>1,540,200.00</b>	<b>1,656,345.00</b>	<b>325,165.00</b>

Skamania County Budget 2021 SPECIAL REVENUE FUNDS	2021			
	Beginning Cash	Revenue	Expense	Ending Cash

**INTERNAL SERVICE FUND**

ER&R General 5010.000	167,553.00	793,787.00	694,267.00	267,073.00	-
ER&R County Road 5010.101	234,261.00	335,218.00	250,500.00	318,979.00	-
ER&R Sheriff's Vehicles 5010.102	10,657.00	175,145.00	104,229.00	81,573.00	-
ER&R CE Vehicles 5010.103	115,075.00	44,322.00	-	159,397.00	-
ER&R Solid Waste Vehicles 5010.104	92,781.00	23,704.00	-	116,485.00	-
ER&R Seniors Replacement 5010.105	8,550.00	9,831.00	12,000.00	6,381.00	-
ER&R Weed Replacement 5010.106	15,485.00	-	15,000.00	485.00	-
ER&R CR Computer Repl 5010.107	13,499.00	4,612.00	8,976.00	9,135.00	-
ER&R Comm Health Comp Repl 5010.108	16,913.00	7,072.00	10,160.00	13,825.00	-
ER&R Comp Replacement 5010.109	2,179.00	615.00	1,496.00	1,298.00	-
ER&R SW Computer Repl 5010.110	1,090.00	307.00	748.00	649.00	-
ER&R Sheriff Computer Repl 5010.111	25,852.00	10,762.00	16,830.00	19,784.00	-
ER&R Weed Computer Repl 5010.112	2,179.00	615.00	1,496.00	1,298.00	-
ER&R Seniors Computer Repl 5010.113	7,636.00	1,845.00	4,644.00	4,837.00	-
ER&R CE Computer Repl 5010.114	72,321.00	25,213.00	31,350.00	66,184.00	-
ER&R General Maintenance 5010.200	175,403.00	144,766.00	144,131.00	176,038.00	-
ER&R Radio Infrastructure 5010.201	274,857.00	18,382.00	293,239.00	-	-
ER&R Stores 5010.300	314,522.00	552,375.00	621,124.00	245,773.00	-
ERR COVID	-	-	-	-	-
<b>Equipment Rental &amp; Revolving Total</b>	<b>1,550,813.00</b>	<b>2,148,571.00</b>	<b>2,210,190.00</b>	<b>1,489,194.00</b>	-
<b>TOTAL SPECIAL REVENUE BUDGET</b>	<b>10,706,307.00</b>	<b>15,714,384.00</b>	<b>18,792,488.00</b>	<b>7,628,203.00</b>	-
<b>TOTAL CURRENT EXPENSE BUDGET</b>		<b>13,045,567.00</b>	<b>14,147,487.00</b>		(1,101,920.00)
<b>TOTAL BUDGET</b>	<b>10,706,307.00</b>	<b>28,759,951.00</b>	<b>32,939,975.00</b>	<b>7,628,203.00</b>	<b>(1,101,920)</b>

Non-Departmental Revenue 2021	10,096,609.00
Carryover	1,606,528.00
Tax Collections	2,345,057.00
Sales and Use Tax	961,000.00
Criminal Justice Sales Tax	127,800.00
Leasehold Excise Tax	8,000.00
Private Harvest Tax	150,000.00
PILT - Rock Cove	800.00
PILT - CRGNSA	1,300.00
Federal Forest Funds	1,172,124.00
Fed In Lieu of Taxes - PILT	300,000.00
Fed In Lieu of Taxes - Fish and Wildlife	1,200.00
PUD Privilege Tax	100,000.00
Other State Forest Board Purchase	1,500.00
Tbr Sales St Forest Bd Purchase	20,000.00
Co Assistance	193,600.00
PILT - NAP/NARCA	8,000.00
Criminal Justice	236,800.00
Marijuana Excise Tax	10,000.00
Liquor Excise Tax	18,100.00
Liquor Board Profits	31,600.00
Int on Sales Tax	1,200.00
Interest on State Forest Boards	2,000.00
Other State Forest Board Transfers	-
Restitution	-
Interfund Loans Received	1,400,000.00
Tbr Sales St Forest Bd Transfers	1,400,000.00

Non-Departmental Revenue 2020 (thru supp #2)	11,367,362.27
Carryover	3,303,644.27
Tax Collections	2,345,057.00
Sales and Use Tax	961,000.00
Criminal Justice Sales Tax	127,800.00
Leasehold Excise Tax	10,000.00
Private Harvest Tax	253,700.00
PILT - CRGNSA	1,500.00
PILT - Rock Cove	-
Federal Forest Funds	-
Fed In Lieu of Taxes - PILT	300,000.00
Fed In Lieu of Taxes - Fish and Wildlife	1,200.00
PUD Privilege Tax	108,600.00
Other State Forest Board Purchase	581.00
Tbr Sales St Forest Bd Purchase	5,700.00
Co Assistance	193,600.00
PILT - NAP/NARCA	8,400.00
Criminal Justice	236,800.00
Marijuana Excise Tax	10,000.00
Liquor Excise Tax	18,100.00
Liquor Board Profits	31,600.00
Int on Sales Tax	1,200.00
Interest on State Forest Boards	280.00
Other State Forest Board Transfers	1,000,000.00
Restitution	600.00
Interfund Loans Received	1,724,000.00
Tbr Sales St Forest Bd Transfers	724,000.00

NON DEPARTMENTAL REVENUE 2020 (thru supp #2)	11,367,362.27
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NON DEPARTMENTAL REVENUE 2021	10,096,609.00
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Difference in revenue 2020 to 2021	(1,270,753.27)
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