

**SKAMANIA COUNTY BOARD OF COMMISSIONERS**  
**240 NW Vancouver Ave.**  
**Stevenson, WA 98648**  
**Agenda for July 27, 2021**

Commissioner Meetings are open to public attendance with limited available seating to ensure physical distancing. Meeting attendees must wear a proper face covering if not vaccinated and maintain 6 feet of physical distance between other persons. 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 with the following numbers:

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

Meeting ID: 889 0632 1210 – New Meeting ID as of 06/01/2021

[Join Zoom Meeting](#)

- Audio only from your computer <https://us02web.zoom.us/j/88906321210>

**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/Wednesday meeting, otherwise they will be held for the following Tuesday/Wednesday. [slack@co.skamania.wa.us](mailto:slack@co.skamania.wa.us) When a holiday falls on Monday, the regular meeting is held on Wednesday of that week.

**Tuesday, July 27, 2021**

9:00 AM      Staff Meeting  
9:30 AM      Call to Order, Pledge of Allegiance  
                 Public Comment (3 minutes)

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

1. Letter to Community Health Deputy Director Tamara Cissell designating Ellie McDonald, MSW as a County Designated Crisis Responder
2. Authorization to purchase a mower for Buildings and Grounds, funding approved in Supplemental Budget #2
3. Agreement with Skamania County Public Hospital District, dba Skamania County Emergency Medical Services for Title III funding for 2021-2022
4. Agreement with North County Emergency Medical Services for Title III funding for 2021-2022
5. Agreement with Skamania County Sheriff for Title III funding for 2021-2022
6. Agreement with Underwood Conservation District for Title III funding for 2021-2022
7. Contract with Washington State Department of Transportation for 2021-2025 Route Deviated Transit Consolidated grant contracts for Senior Services transit program
8. Contract with Washington State Department of Transportation for 2021-2025 Dial A Ride Consolidated grant contracts for Senior Services transportation programs
9. Contract with SHI, a vendor on the NASPO Washington State contract to purchase Autodesk Architecture, Engineering & Construction Collection-single user license
10. Contract with the City of Bingen to provide on-call land use planning services

Voucher Approval

Washington State Extension Updates – Hannah Brause, Executive Director

Personnel Action - Request to temporarily increase Deputy Prosecutor from 60% to 80% beginning July 16, 2021, through December 31, 2021, to help with backlogs associated with COVID 19 pandemic


Executive Session pursuant to RCW 42.30.110(1)(g) performance of a public employee

11:00 AM      Department of Natural Resources Updates from Brian Poehlein and Eric Wisch of Pacific Cascade Region  
11:30 AM      Department Head Reports  
Adjourn

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Note: Agenda subject to change. Times listed are estimates only. The Commission reserves the right to move agenda items as needed and during the meeting, and may add and act on any item not included in the above agenda. Minutes are available at [www.skamaniacounty.org](http://www.skamaniacounty.org) on the Commissioners web page. If necessary, the Board may hold executive sessions on scheduled meeting days. \Board of Commissioner meetings are recorded, and audio may be heard at [www.skamaniacounty.org](http://www.skamaniacounty.org)

**COMMISSIONER'S AGENDA ITEM COMMENTARY**

<b><u>SUBMITTED BY</u></b>	Community Health Department	Signature
<b><u>AGENDA DATE</u></b>	BOCC, 7/27/2021	
<b><u>SUBJECT</u></b>	Designated Crisis Responder (DCR) approval	
<b><u>ACTION REQUESTED</u></b>	Signature	

**SUMMARY/BACKGROUND**

As per state rule, County Commissioners give behavioral health crisis authority to licensed and certified Designated Crisis Responders (DCR), which also includes hospitalization of those with Substance Use Disorders

**FISCAL IMPACT**

None

**RECOMMENDATION**

Sign Letter

**LIST ATTACHMENTS**

DCR Letter-Ellie McDonald, MSW



June 24, 2021

Tamara Cissell  
Skamania County Community Health Deputy Director  
PO Box 1492  
Stevenson, WA 98648

Dear Ms. Cissell:

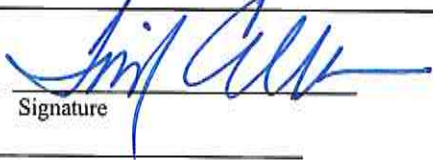
By this letter, the Skamania County Commissioners designate Ellie McDonald, MSW, as a County *Designated Crisis Responder* (DCR) in her capacity as an employee of Skamania County Community Health.

This designation allows Ellie to perform the duties inherent in the Involuntary Treatment Act investigations and detentions for people that are experiencing episodes that are considered to be gravely disabling and/or dangerous to self or others.

Sincerely,

Tom Lannen,  
Skamania County Commissioner, Chair

COMMISSIONER'S AGENDA ITEM COMMENTARY

<b><u>SUBMITTED BY</u></b>	Public Works Department	 Signature
<b><u>AGENDA DATE</u></b>	July 27, 2021	
<b><u>SUBJECT</u></b>	Authorization to Purchase Mower	
<b><u>ACTION REQUESTED</u></b>	Authorize Purchase of Mower from RMT Equipment for \$14,996.42 including tax, freight and set-up	

**SUMMARY/BACKGROUND**

The current mower used by Buildings and Grounds has reached the end of its useful life. The Board approved a budget supplemental for \$15,000 for the purchase of a new mower on July 20, 2021.

**FISCAL IMPACT**

\$14,996.42

**RECOMMENDATION**

Authorize the purchase of mower from RMT Equipment per Master Contract Agreement with Washington State, Agreement Number K5312, Contract ID 05218.

**LIST ATTACHMENTS**

Master Contract Usage Agreement  
Contract Summary Listing RMT Equipment as an Authorized Vendor  
Quote from RMT  
Clarification of quote via email from RMT  
Authorization to purchase



## AUTHORIZATION TO PURCHASE

(FOR PURCHASE OF NON-BUDGETED TOOLS/EQUIPMENT OVER \$5,000.00)

### SKAMANIA COUNTY

DATE OF REQUEST: 7/21/2021

ITEM REQUESTED FOR PURCHASE: Replacement Mower for Buildings and Grounds

PURPOSE OF ITEM TO BE PURCHASED: Mow parks and grounds

PROPOSED VENDOR: RMT Equipment

APPROXIMATE AMOUNT OF PURCHASE: \$14,996.42

REQUESTED BY: Buildings and Grounds

SUPERVISOR APPROVAL: \_\_\_\_\_

BUDGET OKAY: \_\_\_\_\_

SUPPLEMENTAL BUDGET  YES  NO

SOURCE OF FUNDING: ER&R Funds

DEPARTMENT HEAD APPROVAL: \_\_\_\_\_

COMMISSIONER APPROVAL (2 Signatures required)

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

# Grasshopper QuikQuote #70043N00018



**Vendor:**  
**Moridge Mfg. Inc.**  
 105 Old Highway 81 S.  
 P.O. Box 810  
 Moundridge, KS 67107

**Contact:**  
**Brent Dobson**  
 bdobson@grasshoppermower.com

**Quoted by**  
**RMT Equipment**  
 892 NW Corporate Dr  
 Troutdale, OR 97060  
 P: (503) 667-5000

**Richard Schwabauer**  
 Territory Manager  
 E: [rich@rmtequipment.com](mailto:rich@rmtequipment.com)  
 P: 503.667.5000 C:  
 503.887.2471

**Quoted for**  
**Skamania County**  
 170 NW Vancouver Ave  
 Stevenson, WA 98648  
 E:  
[Clack@co.skamania.wa.us](mailto:Clack@co.skamania.wa.us)  
 P: (509) 427-3900



**Model 725DT with 3472PF**  
 Quoted: Jun 24, 2021  
**WA State Contract**  
 Contract ID: #10212  
 Contract Period:  
 04/01/2019–03/31/2025

## Power Unit & Deck

**Model 725DT (532127)**  
 898cc MaxTorque™ Diesel engine; "no-gears" T6@  
 pump-and-wheel-motor transmission; AntiVibe Power  
 Platform®; luxury seat and shock-absorbing footrest

**3472PF – 72" w/ PowerFold® & pneumatic tires  
 standard (532979)**

List	Contract
\$14,605.00	\$10,679.90

\$4,075.00	\$2,845.15
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List Total: \$18,945.00

Contract: \$13,721.40

Grand Total: \$13,721.40

### Stipulation(s):

✓ Additional Stipulations:  
 Please add \$350.00 for in-bound  
 freight and set-up. Sales tax is not  
 included.

## Wholegoods

**503219+503220 – Counterweight Kit - 100 lb. with  
 mount kit (Two 50-lb. weights included)**

**533517 – Turf Tires - 22 x 11-10 (in lieu)**

List	Contract
\$265.00	\$196.35

\$0.00	\$0.00
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**Make PO to:** Moridge Mfg. Inc.

**Fax PO to:**

**Email PO to:**

[bdobson@grasshoppermower.com](mailto:bdobson@grasshoppermower.com)

**PO #:** \_\_\_\_\_

**Approved by:** \_\_\_\_\_

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

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

## Tim Elsea

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**From:** Rich Schwabauer <rich@rmtequipment.com>  
**Sent:** Wednesday, July 21, 2021 11:38 AM  
**To:** Tim Elsea  
**Cc:** Montie Stills  
**Subject:** Updated Grasshopper Proposal

**WARNING:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Tim,  
The Grasshopper quote system is not working correctly, I can not update the quote at this time.

From our conversation this morning.

in-bound and set-up - \$175.00

The current Washington state contract #05218

Regards,

Rich

**From:** Tim Elsea <elsea@co.skamania.wa.us>  
**Sent:** Wednesday, July 21, 2021 11:19 AM  
**To:** Rich Schwabauer <rich@rmtequipment.com>  
**Subject:** Test

Hi Rich,

This is just to ensure you have my e-mail address.

Thank you,

Tim

Tim Elsea, P.E. | Public Works Director/County Engineer  
[elsea@co.skamania.wa.us](mailto:elsea@co.skamania.wa.us)

Skamania County Public Works  
170 NW Vancouver Avenue  
P.O. Box 1009  
Stevenson, WA 98648  
(509) 427-3909  
[www.skamaniacounty.org](http://www.skamaniacounty.org/) (<http://www.skamaniacounty.org/>)

If serving is beneath you, leading is beyond you.

Thankfulness is a soil in which pride does not easily grow. Michael Ramsey

# Contract Summary

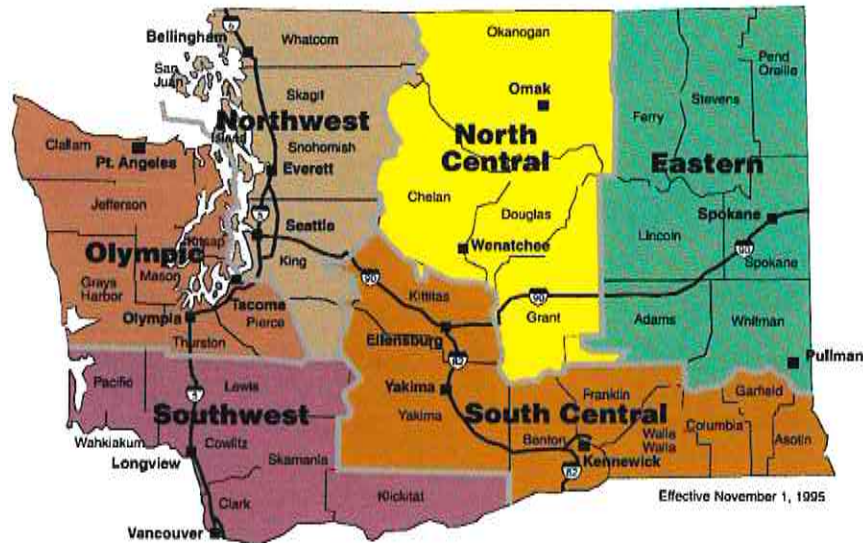
## Lawn and Grounds

Contract #: 05218

Replaces: 10212

Contract Type: MASTER CONTRACT

The purpose of this contract is to establish a contract for the as-needed purchase of agricultural lawn and grounds equipment, repair parts, and accessories in the following regions:



### [Price & Ordering Sheet](#)

Following Categories:

1 Handheld Equipment (chainsaws, string trimmers, leaf blowers, etc.)

2 Walk-behind Equipment (push mowers, rototillers, edgers, snow blowers, etc.)

3 Riding Mowers Up to 36 PTO Horsepower

4 Lawn and Garden Tractors up to 30 PTO Horsepower

5 Equipment for Riding Mower, Lawn and Garden Tractors

6 Residential Front Mowers and

Equipment

7 Commercial Walk-Behind Mowers and Equipment

8 Commercial Zero-Turn Mowers and Equipment

9 Commercial Front Mowers and Equipment

10 Commercial Wide Area Mowers

11 Industrial Mowers

12 Compact Utility Tractors up to 65 PTO Horsepower

13 Equipment for Compact Utility Tractors

14 Utility Tractors up to 90 PTO Horsepower

15 Equipment for Utility Tractors

How to use the Information.

1. Find Pricing (Discount % off List Price) under Current Documents

2. Make sure you are in the correct region and select category.

3. The authorized contractors will come up automatically

4. Select Vendors highlighted link to go to Contractors ordering page to get the MSRP price and order.



- 16 Utility Vehicles up to 65 PTO Horsepower
- 17 Equipment for Utility Vehicles
- 18 Agricultural Tractors, 2x4 and 4x4 70 to 140 PTO Horsepower
- 19 Agricultural Equipment (Less Tractor)
- 20 Golf & Turf
- 21 Commercial Lawn Shredders, Mulchers, Chippers and Grinders
- 22 Skid Steer Loaders up to 55 HP
- 23 Equipment/Attachments for Skid Steer Loaders
- 24 Compact Track Loaders up to 70 HP
- 25 Equipment/Attachments for Loaders
- 26 Mini Excavators up to 70 HP
- 27 Equipment/Attachments for Mini Excavators
- 28 All Terrain Carriers up to 50 HP
- 29 Trailer Mounted Leaf Vacuum, Catch Basin Cleaner

Effective Date: 04-01-2019

Est. Annual Worth: \$13,081,295

Current Term Ends On: 03-31-2025

Final Term Ends On: 03-31-2025

Commodity Code(s): 515-05, 515-06, 515-07, 515-08, 515-10, 515-15, 515-18, 515-20, 515-23, 515-30, 515-35, 515-45, 515-50, 515-55, 515-56, 515-64, 515-68, 515-69, 765-66, 765-83, 020-33, 020-65, 020-67, 020-68, 022-80

Diversity: 0% WBE 0% MBE

# of Bids Received: 31

Contact Info: Leslie Edwards ☎ (360) 407-8416  
 ✉ [leslie.edwards@des.wa.gov](mailto:leslie.edwards@des.wa.gov)

Secondary Team D ☎ (360) 407-2215  
 Contact Info:  
 ✉ [DESContractsTeamCedar@des.wa.gov](mailto:DESContractsTeamCedar@des.wa.gov)

#### Who Can Use This Contract?

- [Organizations with Master Contract Usage Agreements](#)
- [MCUA Customer Communication Profile](#)

- Alamo Ordering
- Ariens Ordering
- Birch Equipment Ordering
- Blueline Equipment Ordering
- Brim Tractor Ordering
- Clark Equipment Ordering
- Coates Landscape Supply Ordering
- Deere & Company Ordering
- Diamond Mowers Ordering
- FMI Equipment Ordering
- Great Plains Ordering
- HAV Ordering
- Horizon Distributors Ordering
- Hustler Turf Equipment
- J & I Power Equipment Ordering
- Jennings Ordering
- Makita Ordering
- Morbark Ordering
- Mordge Manufacturing Ordering
- MTD Products Ordering

- NC Machinery Ordering
- Pacific Golf & Turf Ordering
- Pape' Machinery Ordering
- Pricing (Discount % off List Price)
- RMT Equipment Ordering
- Thermo King Northwest Ordering
- US Mower Ordering
- Van's Equipment Ordering
- Venture Products Ordering
- Vermeer Ordering
- Washington Tractor Ordering
- Western Equipment Ordering
- Contract & Amendments
- Original Solicitation Documents
- Original Solicitation Amendments
- Original Solicitation Amendments
- Bid Tab

*This Contract has no Resource Documents*

### Showing 1 to 31 of 31 Vendors

All  Vendors Per Page.

Search Vendors:

1

Vendor	Vendor #	Authorized Fulfillment Partners	OMWBE	Veteran	Small Business	Considerations / Preferences
THERMO KING NORTHWEST, INC.	w10447					
RMT EQUIPMENT	w12645					
PAPE MACHINERY, INC.	w1553					
FIBER MARKETING INTERNATIONAL, INC.	w15705					
CLARK EQUIPMENT	w19449					
JENNINGS EQUIPMENT, INC.	w2350					
BIRCH EQUIPMENT COMPANY, INC.	w2407		W			
MORBARK, LLC	w24279					

Agreement Number: **K5312**  
DES Use Only

**MASTER CONTRACT USAGE AGREEMENT**

This Master Contract Usage Agreement (the "Agreement") is made pursuant to Chapter 39.34 of the Revised Code of Washington, and other applicable laws, by and between the state of Washington (the "State"), acting by and through the Department of Enterprise Services ("DES"), an agency of the State, and SKAMANIA COUNTY

*Organization Name*

a state agency, local, federal agency or entity, or public benefit nonprofit corporation, or any tribe located in the State ("Buyer").

1. Purpose: The purpose of the Agreement is to establish the terms and conditions for when Buyer purchases or acquires goods and services for its direct use under contracts entered into by DES that permit such use ("Master Contracts").
2. Duration: This Agreement will become effective on date of execution, and will continue in full force and effect until 30 days following receipt of written notice from either party cancelling this Agreement.
3. Agreement Contact Information: Contact person to whom contract documents and related communications are to be e-mailed.

Organization Name: SKAMANIA COUNTY		
Tax Identification Number: 91-600363		
Unified Business Identifier: <i>Required for Non-Profit</i>		
Contact Name: RICK HOLLATZ		
Title: GIS COORDINATOR		
Address: (PHYSICAL): 240 NW VANCOUVER AVE. (MAILING): PO BOX 790		
City: STEVENSON	State: WA	Zip: 98648
Phone Number: (509) 427-3725		
Email Address: rhollatz@co.skamania.wa.us		

4. Cancellation of Agreement: This agreement can be terminated by either party upon 30 days written notice provided to DES at:  
Email to: [mcua@des.wa.gov](mailto:mcua@des.wa.gov) or Mail to: WA Dept. of Enterprise Services  
Attn: Contracts Resource Center  
P.O. Box 41411  
Olympia, WA 98504-1411
5. Financial Responsibility: Buyer will deal directly with Master Contract contractor, supplier, or service supplier ("Contractor") for any purchases Buyer makes pursuant to this Agreement and under a Master Contract. DES does not accept any responsibility, financial or otherwise, for any purchase Buyer makes under a Master Contract.

Slack@co.skamania.wa.us

Agreement Number: \_\_\_\_\_

*DES Use Only*


- 6. Compliance with Other Laws: Each of the parties will comply with all applicable federal, state, and local laws and regulations governing its own purchases.
  - 7. Master Contract Audits: Buyer agrees to cooperate with DES, Office of the State Auditor, federal officials, or any third party authorized by law, rule, regulation or contract, in any audit conducted by such party related to any Master Contract(s) that Buyer has made purchases from pursuant to this Agreement, including providing records related to any purchase from a Master Contract. In addition, Buyer agrees to provide, upon request from DES, documentation to confirm its eligibility to use Master Contracts.
  - 8. Dispute Resolution: If there are any disputes between Buyer and a Contractor, Buyer agrees to (a) provide DES written notice of the nature of the dispute; and (b) unless otherwise provided in the Master Contract or as set forth below, work in good faith with the Contractor to resolve the dispute without the involvement of DES. DES may, upon request, review and assist in the resolution of a dispute, and if DES chooses to do so, the Buyer will cooperate with DES in that resolution process.
- In its sole discretion, DES may, but is not obligated to, upon written notice to Buyer, resolve disputes with a Contractor on behalf of Buyer and all other state, local, and federal agencies, local governments, and public benefit nonprofit corporations with similar or related disputes with such Contractor.
- 9. No Separate Entity: No separate legal or administrative entity is intended to be created by, or for the administration of, this Agreement.
  - 10. Hold Harmless: Each party agrees to defend, indemnify, and hold the other party harmless from any claim arising from such party's sole negligent, reckless, or willful misconduct.
  - 11. Entire Agreement: This Agreement sets forth the entire agreement between the parties, and supersedes any other prior written agreements between the parties, with respect to the subject matter hereof.

IN WITNESS WHEREOF the parties having read this Agreement, agree to it in each and every particular, and have executed it below.

**APPROVED**

**WASHINGTON STATE DEPARTMENT  
OF ENTERPRISE SERVICES**

<b>Name:</b>	<i>Emily Bech</i>	<b>Organization Name:</b>	SKAMANIA COUNTY
<b>Assistant Director Signature:</b>	<i>Emily Bech</i>	<b>Signature:</b>	<i>J. N. Fanner, Chairman</i>
<b>Name/Title:</b>	<i>5/18/18</i>	<b>Name/Title:</b>	<i>5-8-2018</i>
<b>Date:</b>		<b>Date:</b>	

APPROVED AS TO FORM:  
  
 Skamania County Prosecutor



**AGREEMENT**  
**SKAMANIA COUNTY PUBLIC HOSPITAL DISTRICT**  
**dba SKAMANIA COUNTY EMERGENCY MEDICAL SERVICES**

**THIS AGREEMENT** is entered into between Skamania County, hereinafter referred to as the COUNTY, and Skamania County Emergency Medical Services, hereinafter referred to as SCEMS.

**WHEREAS**, Public Law 106-393 Secure Rural Schools and Community Self-Determination Act of 2000 was enacted on October 30, 2000 and reauthorized on October 3, 2008 as part of Public Law 110-343; and

**WHEREAS**, Public Law 106-393, Section 301-302 is intended to help restore stability and predictability to the annual payments made to States and Counties containing National Forest Systems Lands and public domain lands managed by the Bureau of Land Management for use by the counties for the benefit of public schools, roads, and other purposes; and

**WHEREAS**, the County is authorized to administer these funds and both the COUNTY and SCEMS wishes to use these funds under Public Law 106-393, Title III of the Act, Section 302(a) Subsection (2) Authorized Uses; and

**WHEREAS**, the Secure Rural Schools Act (SRS) was reauthorized by Public Law 115-141 and signed into law by the President on March 23, 2018; and

**WHEREAS**, pursuant to RCW Chapter 39.34.030, this Agreement is designed to formalize the relationship between the parties.

**NOW THEREFORE BE IT RESOLVED**, pursuant to Public Law 106-393, Section 301-302 and RCW 39.34.030, the COUNTY and SCEMS hereby agree as follows:

**1. PURPOSE**

The purpose of this Agreement is to provide emergency medical services, rescue and ambulance transport services, and associated training as listed in the Project Work Plan (included in the attached project application), on all Forest Service lands outside of the boundaries of Skamania County Emergency Medical District.

**2. RESPONSIBILITIES OF SCEMS**

- A. Provide response to calls for Advanced Life Support (ALS) medical transport, motor vehicle extrication, rope rescue, trail/overland rescue, ambulance transport, and other emergency response activities performed on the national forest; and necessary and adequate equipment, vehicles, training, and emergency personnel for response to an incident scene.
- B. Complete a written report on each official interaction with the public and compile it into an annual report of activities that occurred within the SCEMS District.

- C. Provide proof of liability insurance in the amount of at least \$1,000,000 per incident and per occurrence. Said insurance shall list the COUNTY, its public officials, agents and employees, as a named as additionally insured.
- D. Prepare and submit completed reports, requests for reimbursement and supporting documentation for review and approval in accordance with Section 3 of this Agreement.
- E. Maintain records of the actual cost for providing services under this Agreement to help establish future costs.
- F. Provide all other services outlined in 2021/2022 Title III Project Application.
- G. Provide supervision, direction and training to reduce liability exposure up to and including harassment and discrimination and injury.

**3. AWARD AND PAYMENT TERMS**

This agreement shall be funded by Title III funds under Public Law 106-393 Secure Rural Schools and Community Self-Determination Act of 2000, reauthorized by Public Law 115-141 and signed into law by the President on March 23, 2018. Each Agency shall be responsible to provide through its budget, the funds necessary to provide the services provided under this Agreement. The COUNTY and SCEMS shall each be responsible to establish and maintain a budget to implement this Agreement.

- A. The COUNTY will pay the SCEMS no more than \$46,773.82 on a reimbursable basis for salaries and benefits, supplies, materials, training, travel, contracted services, and other operating costs.
- B. SCEMS shall submit a request for reimbursement at least bi-annually.
- C. The COUNTY shall reimburse the SCEMS at least bi-annually, and within 30 days of receipt of an approved complete, and correct billing from SCEMS.
- D. SCEMS shall submit the final request for the 2021/2022 contract reimbursement no later than July 6, 2022.

**4. AGREEMENT PERIOD**

This Agreement shall begin on July 1, 2021 and continue until June 30, 2022. This agreement may be extended upon the mutual written consent of the parties.

**5. ADMINISTRATOR**

Pursuant to RCW 39.34.030(4), Debbie Slack shall serve as the administrator under this agreement for the COUNTY and Ann Lueders shall serve as the administrator under this agreement for the SCEMS.

**6. INSURANCE**

- A. SCEMS shall maintain in effect during the term of this Agreement and provide proof of liability insurance in the amount of at least \$1,000,000 per incident and per occurrence. Said insurance shall list the COUNTY, its public officials, agents and employees as named as additionally insured.
- B. In the event of non-renewal or cancellation of insurance or a material change in the insurance coverage required, either party shall give thirty (30) days written notice to the other party prior to the effective date of cancellation, change or non-renewal.

**7. NONDISCRIMINATION**

During the performance of this Agreement, both parties shall comply with the SCEMS's Nondiscrimination Plan and with all applicable federal, state, and local laws. Requirements of the SCEMS Nondiscrimination Plan are hereby incorporated by reference.

**8. DISPUTE RESOLUTION**

Disputes shall be determined by a Dispute Board in the following manner: Each party to this contract shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, contract terms, and applicable statutes and rules and make a determination of the dispute. This dispute resolution procedure shall not modify or reduce either party's rights to judicial proceedings.

**9. TERMINATION**

Should either party fail to comply with the terms of this Agreement, the other party may terminate the Agreement by giving sixty (60) days written notice provided the breaching party shall be permitted to cure the breach within thirty (30) days of notice of the breach. Either party may terminate this Agreement with or without cause by giving; the other party one hundred and eighty (180) days written notice. This agreement shall continue in full force and effect during the enumerated notice periods.

**10. INDEPENDENT CONTRACTOR**

Both parties shall act as independent contractors to the other for all services provided hereunder, and each party, its agents or employees shall not be deemed employees of the other party nor shall either party be deemed as participating in any other projects of the other party.

**11. ASSIGNMENT**

Except as provided herein, neither party may assign its duties and rights hereunder without the prior written consent of the other party.



**12. PROPERTY RIGHTS**

All written reports and other documents (other than documents containing private or confidential medical information) prepared by SCEMS in performance under this Agreement shall be copied to the COUNTY and shall be the joint property of SCEMS and the COUNTY. SCEMS agrees and grants to the COUNTY the right to reproduce, use, disclose all or any part of any report, data, or other information provided to the County pursuant to this paragraph.

**13. INDEMNIFICATION**

SCEMS shall indemnify, hold harmless, and defend the COUNTY, its officers and employees, against any and all liability, loss, cost, damages, expenses, claims or actions, including attorney’s fees, to the extent arising out of any act or omission of SCEMS in the execution, performance, or failure to perform under this Agreement.

**14. ACQUISITION, HOLDING AND DISPOSITION OF ASSETS**

Except as expressly set forth in Section 12, no property or assets shall be held jointly between the parties to this Agreement. All property or assets acquired and utilized in furtherance of programs carried out by a party under this Agreement shall be the property of the party whose money was used to acquire the property. Upon the termination of participation of any party to this Agreement, that party shall be entitled to retain that property set over to it pursuant to the terms of this paragraph free from all claims of any other party.

**15. NOTICES**

<b>FOR SKAMANIA COUNTY EMERGENCY MEDICAL SERVICES</b>	<b>FOR SKAMANIA COUNTY</b>
<p>Notices and payments should be sent to: Ann Lueders, Superintendent Skamania County EMS P.O. Box 338 Stevenson, WA 98648 Phone: 509-427-5065 E-mail: <a href="mailto:annlueders@skamaniaems.com">annlueders@skamaniaems.com</a></p>	<p>Notices and reimbursement requests should be sent to: Skamania County Commissioners Attn: Debbie Slack P.O. Box 790 Stevenson, Washington 98648 Phone: 509-427-3700 E-mail: <a href="mailto:slack@co.skamania.wa.us">slack@co.skamania.wa.us</a></p>

Either party may change the address from time-to-time by providing written notice to the other in the manner set forth above. The postmark on any mailed notice shall be conclusively presumed to be the date of notice for purposes of this Agreement.

**16. ENTIRE AGREEMENT**

This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in this Agreement or any other agreement, whether oral or written. This Agreement supersedes any prior written or oral agreement between the parties.

**17. MODIFICATION**

Skamania County reserves the right to modify Section 3 Payment Award and Terms of this Agreement due to unknown exact carryover funds at the time of contract award. Any modifications to this agreement shall be in writing and signed by both parties.

**18. SEVERABILITY**

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If any provision of this Agreement is found to be invalid or unenforceable, by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to written, construed, and enforced as so limited.

**19. WAIVER**

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party’s right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**20. APPLICABLE LAW**

The laws of the State of Washington shall govern this Agreement.

**APPROVED** this 27th day of July 2021.

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

**SKAMANIA COUNTY PUBLIC  
HOSPITAL DISTRICT dba SKAMANIA  
COUNTY EMERGENCY MEDICAL  
SERVICES**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

ATTEST:

APPROVED AS TO FORM ONLY:

\_\_\_\_\_  
Debbie Slack  
Clerk of the Board

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

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

1. Contract Number: 2021-2022

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

2. Contractor Information: Contractor: North Country Emergency Medical Services  
Contact Person: Shaun Ford  
Title: Chief  
Address: PO Box 189  
Address: Yacolt, WA 98675  
Phone: 360-686-3271

3. Brief description of purpose of the contract and County's contracted duties: Provide ambulance and rescue services within the Gifford Pinchot National Forest with special emphasis on certain Mt. St. Helens recreation areas during the months of July, August and early September. All other months NCEMS will respond from other stations as needed and available.

4. Term of Contract: From: July 1, 2021 To: June 30, 2022

5. 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 39.34

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)

6. Amount Budgeted in Current Year: \$67,000  
Amount Not Budgeted in Current Year: \$-0-  
Total Non-County Funds Committed: \$67,000 Source: Title III  
TOTAL FUNDS COMMITTED: \$67,000

7. County Contact Person: Name: Debbie Slack *Debbie Slack*  
Title: Contract Administrator/Clerk of the Board

8. Department Approval: \_\_\_\_\_  
Department Head or Elected Official Signature

9. Special Comments:  
\_\_\_\_\_  
\_\_\_\_\_

## AGREEMENT

### NORTH COUNTRY EMERGENCY MEDICAL SERVICES

This Agreement is entered into between Skamania County, hereinafter referred to as the COUNTY, and North Country Emergency Medical Services, hereinafter referred to as NCEMS.

**WHEREAS**, Public Law 106-393 Secure Rural Schools and Community Self-Determination Act of 2000 was enacted on October 30, 2000 and reauthorized on October 3, 2008 as part of Public Law 110-343; and

**WHEREAS**, Public Law 106-393, Section 301-302 is intended to help restore stability and predictability to the annual payments made to States and Counties containing National Forest Systems Lands and public domain lands managed by the Bureau of Land Management for use by the counties for the benefit of public schools, roads, and other purposes; and

**WHEREAS**, the County is authorized to administer these funds and both the COUNTY and NCEMS wishes to use these funds under Public Law 106-303, Title III of the Act, Section 302(a) Subsection (2) Authorized Uses; and

**WHEREAS**, the Secure Rural Schools Act (SRS) was reauthorized by Public Law 115-141 and signed into law by the President on March 23, 2018; and

**WHEREAS**, pursuant to RCW Chapter 39.34.030, this Agreement is designed to formalize the relationship between the parties.

**NOW THEREFORE BE IT RESOLVED**, pursuant to Public Law 106-393, Section 301-302 and RCW 39.34.030, NCEMS and the COUNTY hereby agree as follows:

**1. PURPOSE**

The purpose of this Agreement is to provide ambulance and rescue services staffed with trained emergency medical service employees within the boundaries of Skamania County Emergency Medical District #1, as depicted on the attached service map, with special emphasis on certain Mount St. Helens recreational areas during the months of July, August and early September. All other months NCEMS will respond from other stations as needed and available.

**2. RESPONSIBILITIES OF NCEMS**

A. Respond to medical emergencies occurring on Forest Service lands and roads within the boundaries of North Country Emergency Medical District #1, as depicted on the attached map:

1. Provide ambulance and/or rescue services, staffed with Emergency Medical Technicians, 365 days per year.

2. During the months of July, August and early September provide ambulance and rescue services from the Pine Creek Information Center.
  3. During all other months provide ambulance and rescue services as needed and available from other stations.
- B. Complete a written report on each official interaction with the public and compile it into an annual report of activities that occurred within the NCEMS area.
  - C. Provide proof of liability insurance in the amount of at least \$1,000,000 per incident and per occurrence. Said insurance shall list the COUNTY, its public officials, agents and employees, as a named as additionally insured.
  - D. Prepare and submit completed reports, requests for reimbursement and supporting documentation for review and approval in accordance with Section 3 of this Agreement.
  - E. Maintain records of the actual cost for providing services under this Agreement to help establish future costs.
  - F. Provide all other services outlined in 2021/2022 Title III Project Application.
  - G. Provide supervision, direction and training to reduce liability exposure up to and including harassment and discrimination and injury.

### 3. AWARD AND PAYMENT TERMS

This agreement shall be funded by Title III funds under Public Law 106-393 Secure Rural Schools and Community Self-Determination Act of 2000 and reauthorized by Public Law 115-141 and signed into law by the President on March 23, 2018. Each Agency shall be responsible to provide through its budget the funds necessary to provide the services provided under this Agreement. The COUNTY and NCEMS shall each be responsible to establish and maintain a budget to implement this Agreement.

- A. The COUNTY will pay NCEMS no more than \$67,000 on a reimbursable basis for salaries and benefits, supplies, materials, contracted services, training and other operating costs.
- B. NCEMS shall submit a request for reimbursement at least quarterly.
- C. The COUNTY shall reimburse the NCEMS not more than monthly and at least quarterly within 30 days of receipt of an approved complete, and correct billing from NCEMS.
- D. NCEMS shall submit a final request for 2021/2022 contract reimbursement no later than July 6, 2022.

**4. AGREEMENT PERIOD**

This Agreement shall begin on July 1, 2021 and continue until June 30, 2022. This contract may be extended upon the mutual written consent of the parties.

**5. ADMINISTRATOR**

Pursuant to RCW 39.34.030(4), Debbie Slack shall serve as the administrator under this agreement for the COUNTY and Shaun Ford shall serve as the administrator under this agreement for the NCEMS.

**6. INSURANCE**

- A. NCEMS shall maintain in effect during the term of this Agreement and provide proof of liability insurance in the amount of at least \$1,000,000 per incident and per occurrence. Said insurance shall list the COUNTY, its public officials, agents and employees as named as additionally insured.
- B. In the event of non-renewal or cancellation of insurance or a material change in the insurance coverage required, either party shall give thirty (30) days written notice to the other party prior to the effective date of cancellation, change or non-renewal.

**7. NONDISCRIMINATION**

During the performance of this Agreement, both parties shall comply with the NCEMS's Nondiscrimination Plan and with all applicable federal, state, and local laws. Requirements of the NCEMS Nondiscrimination Plan are hereby incorporated by reference.

**8. DISPUTE RESOLUTION**

Disputes shall be determined by a Dispute Board in the following manner: Each party to this contract shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, contract terms, and applicable statutes and rules and make a determination of the dispute. This dispute resolution procedure shall not modify or reduce either party's rights to judicial proceedings.

**9. TERMINATION**

Should either party fail to comply with the terms of this Agreement, the other party may terminate the Agreement by giving sixty (60) days written notice provided the breaching party shall be permitted to cure the breach within thirty (30) days of notice of the breach. Either party may terminate this Agreement with or without cause by giving; the other party one hundred and eighty (180) days written notice. This agreement shall continue in full force and effect during the enumerated notice periods.

**10. INDEPENDENT CONTRACTOR**

Both parties shall act as independent contractors to the other for all services provided hereunder, and each party, its agents or employees shall not be deemed employees of the other party nor shall either party be deemed as participating in any other projects of the other party.

**11. ASSIGNMENT**

Except as provided herein, neither party may assign its duties and rights hereunder without the prior written consent of the other party.

**12. PROPERTY RIGHTS**

All written reports and other documents (other than documents containing private or confidential medical information) prepared by NCEMS in performance under this Agreement shall be copied to the COUNTY and shall be the joint property of NCEMS and the COUNTY. NCEMS agrees and grants to the COUNTY the right to reproduce, use, disclose all or any part of any report, data, or other information provided to the County pursuant to this paragraph.

**13. INDEMNIFICATION**

NCEMS shall indemnify, hold harmless, and defend the COUNTY, its officers and employees, against any and all liability, loss, cost, damages, expenses, claims or actions, including attorney's fees, to the extent arising out of any act or omission of NCEMS in the execution, performance, or failure to perform under this Agreement.

**14. ACQUISITION, HOLDING AND DISPOSITION OF ASSETS**

Except as expressly set forth in Section 12, no property or assets shall be held jointly between the parties to this Agreement. All property or assets acquired and utilized in furtherance of programs carried out by a party under this Agreement shall be the property of the party whose money was used to acquire the property. Upon the termination of participation of any party to this Agreement, that party shall be entitled to retain that property set over to it pursuant to the terms of this paragraph free from all claims of any other party.

**15. NOTICES**

<b>FOR NORTH COUNTRY EMERGENCY MEDICAL SERVICES</b>	<b>FOR SKAMANIA COUNTY</b>
<p><u>Notices should be sent to:</u> Shaun Ford, Chief North Country EMS P O Box 189 Yacolt, Washington 98675 Phone: 360-686-3271 E-mail: s.ford@northcountryems.org</p> <p><u>All payments should be sent to:</u> North Country EMS Attn: Kim Pitts P.O. Box 189 Yacolt, WA 98675</p>	<p><u>Notices and reimbursement requests should be sent to:</u> Skamania County Commissioners Attn: Debbie Slack P.O. Box 790 Stevenson, Washington 98648 Phone: 509-427-3700 E-mail: slack@co.skamania.wa.us</p>

Either party may change the address from time-to-time by providing written notice to the other in the manner set forth above. The postmark on any mailed notice shall be conclusively presumed to be the date of notice for purposes of this Agreement.

**16. ENTIRE AGREEMENT**

This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in this Agreement or any other agreement, whether oral or written. This Agreement supercedes any prior written or oral agreement between the parties.

**17. MODIFICATION**

Any modifications to this agreement shall be in writing and signed by both parties.

**18. SEVERABILITY**

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If any provision of this Agreement is found to be invalid or unenforceable, by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to written, construed, and enforced as so limited.

**19. WAIVER**

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.



**20. APPLICABLE LAW**

The laws of the State of Washington shall govern this Agreement.

**APPROVED** this 27th day of July 2021.

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

**NORTH COUNTRY EMERGENCY  
MEDICAL SERVICES**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Shaun Ford, Chief

\_\_\_\_\_  
Commissioner

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

\_\_\_\_\_  
Commissioner

ATTEST:

\_\_\_\_\_  
Debbie Slack  
Clerk of the Board

APPROVED AS TO FORM ONLY:

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

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

1. Contract Number 2021-2022

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

3. Contractor Information: Contractor: Skamania County Sheriff  
Contact Person: David S. Brown  
Title: Sheriff  
Address: PO Box 790  
Address: Stevenson, WA 98648

4. Brief description of purpose of the contract and County's contracted duties: Maintain Road Deputy wages and overtime, including maintenance and replacement of support equipment and services utilized to provide response to emergencies including Search and Rescue missions upon National Forest Lands and Gorge Scenic Area in Skamania County. SAR Coordinator Deputies will maintain appropriate training in Search and Rescue Coordination, emergency medical treatment and nationally recognized ICS and NIMS training, allowing for officers to be utilized in a command level position at the scene of incidents related to Search and Rescue, wildfires, and other emergencies.

5. Term of Contract: From: July 1, 2021 To: June 30, 2022

6. Contract Award Process: (Check appropriate box)

General Purchase of materials, equipment or supplies - RCW 36.32.245 & 39.04.190

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input checked="" type="checkbox"/>

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) 39.34 RCW

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

<input type="checkbox"/>
<input type="checkbox"/>

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: \$63,000  
Amount Not Budgeted in Current Year \$ -0-  
Total Non-County Funds Committed: \$63,000 Source: Title III  
Total County Funds Committed: \$  
TOTAL FUNDS COMMITTED: \$63,000

8. County Contact Person: Name: Debbie Slack *Debbie Slack*  
Title: Contract Administrator/Clerk of the Board

9. Department Approval: \_\_\_\_\_  
Department Head or Elected Official Signature

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

**AGREEMENT  
SKAMANIA COUNTY SHERIFF**

**THIS AGREEMENT** is entered into between Skamania County, hereinafter referred to as the COUNTY, and Skamania County Sheriff, hereinafter referred to as SCS.

**WHEREAS**, Public Law 106-393 Secure Rural Schools and Community Self-Determination Act of 2000 was enacted on October 30, 2000 and reauthorized on October 3, 2008 as part of Public Law 110-343; and

**WHEREAS**, Public Law 106-393, Section 301-302 is intended to help restore stability and predictability to the annual payments made to States and Counties containing National Forest Systems Lands and public domain lands managed by the Bureau of Land Management for use by the counties for the benefit of public schools, roads, and other purposes; and

**WHEREAS**, the County is authorized to administer these funds and both the COUNTY and SCS wishes to use these funds under Public Law 106-303, Title III of the Act, Section 302(a) Subsection (2) Authorized Uses; and

**WHEREAS**, the Secure Rural Schools Act (SRS) was reauthorized by Public Law 115-141 and signed by the President on March 23, 2018; and

**WHEREAS**, pursuant to RCW Chapter 39.34.030, this Agreement is designed to formalize the relationship between the parties.

**NOW THEREFORE BE IT RESOLVED**, pursuant to Public Law 106-393, Section 301-302 and RCW 39.34.030, the COUNTY and SCS hereby agree as follows:

**1. PURPOSE**

The purpose of this Agreement is to enhance and improve the response capabilities of law enforcement services, including search and rescue, wildfire, and other emergencies in the Gifford Pinchot National Forest and Columbia River Gorge National Scenic Area.

**2. RESPONSIBILITIES OF SCS**

- A. Provide initial response to medical calls, reported wildfires and provide other emergency services.
- B. Provide necessary and adequate equipment and vehicles to properly transport volunteer search and rescue emergency personnel and equipment to an incident scene.
- C. Prepare and submit completed reports, requests for reimbursement and supporting documentation for review and approval in accordance with Section 3 of this Agreement.
- D. Provide all other services outlined in the 2021/2022 Title III Project Application.

### **3. AWARD AND PAYMENT TERMS**

This agreement shall be funded by Title III funds under Public Law 106-393 Secure Rural Schools and Community Self-Determination Act of 2000 and reauthorized by Public Law 115-141 and signed by the President on March 23, 2018. Each Agency shall be responsible to provide through its budget the funds necessary to provide the services provided under this Agreement. The COUNTY and SCS shall each be responsible to establish and maintain a budget to implement this Agreement.

- A. The COUNTY will pay the SCS no more than \$63,000 on a reimbursable basis for salaries and benefits, supplies, materials, contracted services, travel, training and other operating costs.
- B. SCS shall submit a request for reimbursement at least quarterly.
- C. The COUNTY shall reimburse the SCS not more than monthly and at least quarterly within 30 days of receipt of an approved complete and correct billing from SCS. The COUNTY will submit an operating transfer letter signed by the Board of Commissioners' Chair or designee to the Treasurer's office to transfer the reimbursement from the Title III fund to the Sheriff's Current Expense budget.
- D. SCS shall submit a final request for June 2022 reimbursement no later than July 6, 2022.

### **4. AGREEMENT PERIOD**

This Agreement shall begin on July 1, 2021 and continue until June 30, 2022. This agreement may be extended upon the mutual written consent of the parties.

### **5. ADMINISTRATOR:**

Pursuant to RCW 39.34.030(4), Debbie Slack shall serve as the administrator under this agreement for the COUNTY and Jason Fritz shall serve as the administrator under this agreement for the SCS.

### **6. TERMINATION**

Either party may terminate this Agreement with or without cause by giving the other party thirty (30) days written notice. 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.

### **7. ENTIRE AGREEMENT**

This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in this Agreement or any other agreement, whether oral or written. This Agreement supercedes any prior written or oral agreement between the parties.

**APPROVED** this 27th day of July 2021.

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

**SKAMANIA COUNTY SHERIFF**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
David S. Brown, Sheriff

\_\_\_\_\_  
Commissioner

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

\_\_\_\_\_  
Commissioner

ATTEST:

\_\_\_\_\_  
Debbie Slack  
Clerk of the Board

APPROVED AS TO FORM ONLY:

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

COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS

1. Contract Number 2021-2022
2. Contract Status: (Check appropriate box) [X] Original [ ] Renewal [ ] Amendment

3. Contractor Information: Contractor: Underwood Conservation District
Contact Person: Tova Tillinghast
Title: District Manager
Address: 170 NW Lincoln-Park Center Building
P.O. Box 96
Address: White Salmon, WA 98672
Phone: 509-493-1936

4. Brief description of purpose of the contract and County's contracted duties: Provide Firewise education, outreach and fuels reduction for Skamania County Residents.

5. Term of Contract: From: July 1, 2021 To: June 30, 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)
[X] Other Exempt (explain and provide RCW) 36.32.250 & 39.04.155 RCW (Intergovernmental Service)

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

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

7. Budget Committed in Current Year: \$30,000
Amount Not Budgeted in Current Year: \$ -0- Source:
Total Non-County Funds Committed: \$30,000 Source: Title III
Total County Funds Committed: \$ -0-
TOTAL FUNDS COMITTED: \$30,000

8. County Contact Person: Name: Debbie Slack (signature)
Title: Contract Administrator/Clerk of the Board

9. Department Approval: Department Head or Elected Official Signature

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

## **AGREEMENT**

### **UNDERWOOD CONSERVATION DISTRICT**

This Agreement is entered into between Skamania County, hereinafter referred to as the COUNTY, and Underwood Conservation District, hereinafter referred to as UCD.

**WHEREAS**, Public Law 106-393 Secure Rural Schools and Community Self-Determination Act of 2000 was enacted on October 30, 2000, and reauthorized on October 3, 2008, as part of Public Law 110-343; and

**WHEREAS**, Public Law 106-393, Section 301-302 is intended to help restore stability and predictability to the annual payments made to States and Counties containing National Forest Systems Lands and public domain lands managed by the Bureau of Land Management for use by the counties for the benefit of public schools, roads, and other purposes; and

**WHEREAS**, the COUNTY is authorized to administer these funds and both the COUNTY and UCD wishes to use these funds under Public Law 106-393, Title III of the Act, Section 302(a) Subsection (2) Authorized Uses; and

**WHEREAS**, the Secure Rural Schools Act (SRS) was reauthorized by Public Law 115-141 and signed by the President on March 23, 2018; and

**WHEREAS**, pursuant to RCW Chapter 39.34.030, this Agreement is designed to formalize the relationship between the parties.

**NOW THEREFORE BE IT RESOLVED**, pursuant to Public Law 106-393, Section 301-302, and RCW 39.34.030, UCD and the COUNTY hereby agree as follows:

**1. PURPOSE**

The purpose of this Agreement is to provide a Firewise program to help residents know what work to do to improve their defensible space and assist them in doing it by providing a direct approach to reduce wildfire hazards through landowner education, in-person technical assistance, public events, workshops and publications; an incentive program for residents needing to hire help in lowering wildfire risks; a mobile chipper service; youth summer forestry crew coordination on defensible space projects; and coordinating community-scale fuels reduction projects.

**2. RESPONSIBILITIES OF UCD**

- A. Provide landowner outreach and education by implementing projects to reduce wildfire hazards for residents, homeowners, and land managers, as outlined in the 2021 Title III Project Application and utilize Forest Youth Success involvement for Firewise Project assistance.
- B. Submit an annual report of activities that occurred in Skamania County.

- C. Prepare and submit completed reports, requests for reimbursement and supporting documentation for review and approval in accordance with Section 3 of this Agreement.
- D. Maintain records of the actual cost for providing services under this Agreement to help establish future costs.
- E. Provide all other services outlined in the 2021 Title III Project Application.
- F. Provide supervision, direction, and training to reduce liability exposure up to and including harassment and discrimination and injury.

### 3. **AWARD AND PAYMENT TERMS**

This agreement shall be funded by Title III funds under Public Law 106-393 Secure Rural Schools and Community Self-Determination Act of 2000 and reauthorized by Public Law 115-141 and signed by the President on March 23, 2018. on March 23, 2018, by Public Law 115-141. Each Agency shall be responsible to provide through its budget the funds necessary to provide the services provided under this Agreement. The COUNTY and UCD shall each be responsible to establish and maintain a budget to implement this Agreement.

- A. The COUNTY will pay the UCD no more than \$30,000 on a reimbursable basis for salaries and benefits, supplies, materials, contracted services, travel, training, and other out of pocket expenses.
- B. UCD shall submit a request for reimbursement at least quarterly.
- C. The COUNTY shall reimburse the UCD not more than monthly and at least quarterly within 30 days of receipt of an approved complete and correct billing from UCD.
- D. UCD shall submit a final request for June 2022 reimbursement no later than July 6, 2022.

### 4. **AGREEMENT PERIOD**

This Agreement shall begin on July 1, 2021 and continue until June 30, 2022. This contract may be extended upon the mutual written consent of the parties.

### 5. **ADMINISTRATOR**

Pursuant to RCW 39.34.030(4), Debbie Slack shall serve as the administrator under this agreement for the COUNTY and Tova Tillinghast shall serve as the administrator under this agreement for the UCD.

### 6. **INSURANCE**

- A. UCD shall maintain in effect during the term of this Agreement and provide proof of liability insurance in the amount of at least \$1,000,000 per incident and per



occurrence. Said insurance shall list the COUNTY, its public officials, agents, and employees as named additionally insured.

- B. In the event of non-renewal or cancellation of insurance or a material change in the insurance coverage required, either party shall give thirty (30) days written notice to the other party prior to the effective date of cancellation, change or non-renewal.

7. **NONDISCRIMINATION**

During the performance of this Agreement, both parties shall comply with UCD'S Nondiscrimination Plan and with all applicable federal, state, and local laws. Requirements of UCD'S Nondiscrimination Plan are hereby incorporated by reference.

8. **DISPUTE RESOLUTION**

Disputes shall be determined by a Dispute Board in the following manner: Each party to this contract shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, contract terms, and applicable statutes and rules and make a determination of the dispute. This dispute resolution procedure shall not modify or reduce either party's rights to judicial proceedings.

9. **TERMINATION**

Should either party fail to comply with the terms of this Agreement, the other party may terminate the Agreement by giving sixty (60) days written notice provided the breaching party shall be permitted to cure the breach within thirty (30) days of notice of the breach. Either party may terminate this Agreement with or without cause by giving; the other party one hundred and eighty (180) days written notice. This agreement shall continue in full force and effect during the enumerated notice periods.

10. **INDEPENDENT CONTRACTOR**

Both parties shall act as independent contractors to the other for all services provided hereunder, and each party, its agents or employees shall not be deemed employees of the other party nor shall either party be deemed as participating in any other projects of the other party.

11. **ASSIGNMENT**

Except as provided herein, neither party may assign its duties and rights hereunder without the prior written consent of the other party.

12. **PROPERTY RIGHTS**

All written reports and other documents prepared by UCD in performance under this Agreement shall be the property of the COUNTY. UCD agrees and grants to the COUNTY the right to reproduce, use, disclose all or any part of any report, data, or other information generated pursuant to this Agreement.

**13. INDEMNIFICATION**

UCD shall indemnify, hold harmless, and defend the COUNTY, its officers, and employees, against any and all liability, loss, cost, damages, expenses, claims or actions, including attorney's fees, to the extent arising out of any act or omission of UCD in the execution, performance, or failure to perform under this Agreement.

**14. ACQUISITION, HOLDING AND DISPOSITION OF ASSETS**

Except as expressly set forth in Section 12, no property or assets shall be held jointly between the parties to this Agreement. All property or assets acquired and utilized in furtherance of programs carried out by a party under this Agreement shall be the property of the party whose money was used to acquire the property. Upon the termination of participation of any party to this Agreement, that party shall be entitled to retain that property set over to it pursuant to the terms of this paragraph free from all claims of any other party.

**15. NOTICES - REIMBURSEMENT**

<b>UNDERWOOD CONSERVATION DISTRICT</b>	<b>FOR SKAMANIA COUNTY</b>
<u>Notices and payments should be sent to:</u> Underwood Conservation District Attn: Tova Tillinghast P O Box 96 White Salmon, Washington 98672 Phone: 509-493-1936 E-mail: <a href="mailto:tovatillinghast@gorge.net">tovatillinghast@gorge.net</a>	<u>Notices and reimbursement requests should be sent to:</u> Skamania County Commissioners Attn: Debbie Slack P.O. Box 790 Stevenson, Washington 98648 Phone: 509-427-3700 E-mail: <a href="mailto:slack@co.skamania.wa.us">slack@co.skamania.wa.us</a>

Either party may change the address from time-to-time by providing written notice to the other in the manner set forth above. The postmark on any mailed notice shall be conclusively presumed to be the date of notice for purposes of this Agreement.

**16. ENTIRE AGREEMENT**

This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in this Agreement or any other agreement, whether oral or written. This Agreement supersedes any prior written or oral agreement between the parties.

**17. MODIFICATION**

Any modifications to this agreement shall be in writing and signed by both parties.

**18. SEVERABILITY**

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If any

provision of this Agreement is found to be invalid or unenforceable, by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to written, construed, and enforced as so limited.

**19. WAIVER**

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**20. APPLICABLE LAW**

The laws of the State of Washington shall govern this Agreement.

**APPROVED** this 27th day of July 2021.

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

**UNDERWOOD CONSERVATION  
DISTRICT**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Tova Tillinghast, Director

\_\_\_\_\_  
Commissioner

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

\_\_\_\_\_  
Commissioner

ATTEST:

APPROVED AS TO FORM ONLY:

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

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

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

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

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

3. Contractor Information: Contractor: WSDOT  
Contact Person: Matthew Cramer  
Title: Community Liaison  
Address: PO Box 47387  
Address: Olympia, WA 98504  
Phone: 360-905-2152

4. Brief description of purpose of the contract and County’s contracted duties:  
2021-2025 Route Deviated Transit Consolidated grant contracts for Senior Services transit program

5. Term of Contract: From: 7/1/2021 To: 6/30/2025

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) MRSC-not required under \$10,000

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: \$  
Amount Not Budgeted in Current Year \$ Source:  
Total Non-County Funds Committed: \$ 425,956 Source: WSDOT  
Total County Funds Committed: \$ 110,749 (Match)  
TOTAL FUNDS COMMITTED: \$ 536,705

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>	Seniors Services	 Signature
<b><u>AGENDA DATE</u></b>	July 27, 2021	
<b><u>SUBJECT</u></b>	WSDOT Consolidated Grant	
<b><u>ACTION REQUESTED</u></b>	Sign Contract	

**SUMMARY/BACKGROUND**

This is a four-year operating Consolidated contract through WSDOT for our route deviated transit program. This grant allows Senior Services to sustain the route-deviated transit services for seniors, special needs population and the general public between Skamania County and C-Tran in Vancouver, WA.

**FISCAL IMPACT**

WSDOT Contract \$425,956 (4 years)  
Match \$110,749 (4 years)

**RECOMMENDATION**

Sign Contract

**ATTACHMENTS**

2021-2025 Contract  
Board Signature Page

## Sophie Miller

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**From:** WSDOT PTD Agreements <PTDAgreements@WSDOT.WA.GOV>  
**Sent:** Sunday, July 18, 2021 3:21 PM  
**To:** Sophie Miller  
**Cc:** Cramer, Matthew; Richard Mahar  
**Subject:** 2021-2025 WSDOT Consolidated Grant agreement- Skamania County- PTD0369- Route Deviated Transit Service  
**Attachments:** SkamaniaCo\_PTD0369 ConsOP Route Deviated Services.pdf  
**Importance:** High

WARNING: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello,

Attached is your 2021-2025 Consolidated grant agreement. Please carefully review the new agreement to ensure all proper elements are present. Inform your assigned WSDOT community liaison (contact information located on the front page of the agreement) if the document contains any errors.

**After review, please have your authorized representative sign and send the agreement to [ptdagreements@wsdot.wa.gov](mailto:ptdagreements@wsdot.wa.gov) and your community liaison. Matthew Cramer**

*CrameMa@WSDOT.WA.GOV*

WSDOT will send the original executed agreement to you after WSDOT's representative signs the agreement.

Thank you!

*Jadine Cunningham*

Business Analyst & Planner  
Public Transportation Division

MS: 47387

Direct: 360-705-7912

Cell: 360-628-9004

[Cunninj@wsdot.wa.gov](mailto:Cunninj@wsdot.wa.gov)



**Washington State  
Department of Transportation**



**WSDOT Contact:** Matthew Cramer

**WSDOT E-mail:** [matthew.cramer@wsdot.wa.gov](mailto:matthew.cramer@wsdot.wa.gov)

**WSDOT Phone:** 360-905-2152

<b>Consolidated Grant Program Operating Grant Agreement</b>		
<b>Agreement Number</b>	PTD0369	<b>Contractor:</b> Skamania County dba Skamania County Senior Services PO Box 369 Stevenson, WA 98648-4418
<b>Term of Agreement</b>	July 1, 2021 through June 30, 2025	
<b>Vendor #</b>	916001363	
<b>CFDA #</b>	N/A	
<b>DUNS</b>	17330861	
<b>Service Area</b>	Clark and Skamania Counties	<b>Contact:</b> Sophie Miller <b>Email:</b> <a href="mailto:miller@co.skamania.wa.us">miller@co.skamania.wa.us</a>

**THIS AGREEMENT**, entered into by the Washington State Department of Transportation, hereinafter "WSDOT," and the Contractor identified above, hereinafter the "CONTRACTOR," individually the "PARTY" and collectively the "PARTIES."

WHEREAS, the State of Washington in its Sessions Laws of 2021, Chapter 333 Section 220 authorizes funding for Public Transportation Programs and other special proviso funding as identified in the budget through its 2021-2023 biennial appropriations to WSDOT; and

WHEREAS, the CONTRACTOR has requested funds for the project(s) or program(s) shown under the heading titled "Funding by Project" (hereinafter known as the "Project(s)") which has been selected by WSDOT for funding assistance.

**NOW THEREFORE**, in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof, IT IS MUTUALLY AGREED AS FOLLOWS:

**Section 1**  
**SCOPE OF WORK AND BUDGET**

**Funding by Project**

**ProjectTitle:** Route Deviated Transit Service

**UPIN #** PTD0369

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

<b>Funds</b>	<b>Federal Award Identification #</b>	<b>Current Percentage</b>	<b>Current Funds</b>	<b>Projected Funds</b>	<b>Total Current and Projected Funds</b>
Competitive Rural Mobility	N/A	74%	\$ 208,100		\$ 208,100
Contractor's Funds	N/A	26%	\$ 73,100		\$ 73,100
Projected Grant Funds	N/A			\$ 217,856	\$ 217,856
<b>Total Project Cost</b>		<b>100%</b>	<b>\$ 281,200</b>	<b>\$ 217,856</b>	<b>\$ 499,056</b>

**Budget:** *Projected Funds are subject to appropriation by the WA State Legislature, once appropriated, funds will be added to this AGREEMENT by written amendment.*



## **Section 2**

### **Purpose of Agreement**

A. The purpose of this AGREEMENT is for WSDOT to provide funds to the CONTRACTOR for public transportation services that meet the needs of persons in the State of Washington.

## **Section 3**

### **Scope of Project**

The CONTRACTOR shall undertake and complete the Project described and detailed in Section 1. The CONTRACTOR shall operate the service within the service area described in Section 1, in accordance with the terms and conditions of this AGREEMENT.

## **Section 4**

### **Term of Agreement**

The CONTRACTOR shall commence, perform, and complete the work identified under this AGREEMENT within the time defined in the caption space header titled "Term of Agreement" on this AGREEMENT regardless of the date of signature and execution of this AGREEMENT, unless terminated as provided herein.

## **Section 5**

### **General Compliance Assurance**

The CONTRACTOR agrees to comply with all instructions as prescribed in WSDOT's *Consolidated Grants Program Guidebook*, hereinafter referred to as the "Guidebook", and any amendments thereto, found at <https://www.wsdot.wa.gov/transit/grants/apply-manage-your-grant>, which by this reference is fully incorporated herein.

## **Section 6**

### **Contractor's Share of Project Costs**

A. The Total Project Cost shall not exceed the amounts detailed in Section 1. The CONTRACTOR agrees to expend eligible funds, together with any Contractor's Funds allocated for the Project, in an amount sufficient to complete the Project. The CONTRACTOR agrees to expend eligible funds, together with other funds allocated for the Project, in an amount sufficient to complete the Project as detailed in Section 1. If at any time the CONTRACTOR becomes aware that the cost of the Project will exceed or be less than the amount identified in Section 1, the CONTRACTOR shall notify WSDOT in writing within thirty (30) calendar days of making that determination. Nothing in Section 6(A), shall preclude the requirements specified in Section 7 (B) for payments at the end of the biennium.

B. **Minimum Match:** The CONTRACTOR is required to provide a minimum match of funds for the Project as identified in Section 1, indicated as Contractor's Funds.

## **Section 7**

### **Reimbursement and Payment**

A. Payment will be made by WSDOT on a reimbursable basis for actual costs and expenditures incurred, while performing eligible direct and related indirect Project work during the life of the Project. Payment is subject to the submission to and approval by WSDOT of properly prepared invoices that substantiate the costs and expenses submitted by CONTRACTOR for reimbursement. Failure to send in progress reports and financial information as required in Section 9 –Reports may delay payment. The CONTRACTOR shall submit an invoice detailing and supporting the costs incurred. Such invoices may be submitted no more than once per month and no less than once per year, during the course of this AGREEMENT. If approved by WSDOT, properly prepared invoices shall be paid by WSDOT within thirty (30) days of receipt of the invoice.

B. **State Fiscal Year End Closure Requirement (RCW 43.88):** The CONTRACTOR shall submit an invoice for completed work in the same state fiscal period in which the work was performed. As defined in RCW 43.88, the state fiscal period starts on July 1 and ends on June 30 the following year. Reimbursement requests must be received by July 15 of each state fiscal period. If the CONTRACTOR is unable to provide an invoice by this date, the CONTRACTOR shall provide an estimate of the expenses to be billed so WSDOT may accrue the expenditures in the proper fiscal period. Any subsequent reimbursement request submitted will be limited to the amount accrued as set forth in this section. Any payment request received after the timeframe prescribed above will not be eligible for reimbursement.

## **Section 8**

### **Assignments and Subcontracts**

A. The CONTRACTOR shall submit to WSDOT a copy of any contract, amendment, or change order thereto pertaining to this Project for review and documentation. This includes any completed Project facilities and/or infrastructure under this AGREEMENT, or other actions obligating the CONTRACTOR in any manner with any third party with respect to its rights and responsibilities under this AGREEMENT, including any leasing and/or lending the Project or any part thereof to be used by anyone not under the CONTRACTOR's direct supervision.

B. The CONTRACTOR agrees to include all applicable sections of the AGREEMENT such as Section 5, Sections 8 through 18, Section 21 and Section 24 of this AGREEMENT in each subcontract and in all contracts it enters into for the employment of any individuals, procurement of any materials, or the performance of any work to be accomplished under this AGREEMENT.

## **Section 9**

### **Reports**

A. The CONTRACTOR shall prepare quarterly reports regarding services provided pursuant to this AGREEMENT and other related information as prescribed in the Guidebook, and any amendments thereto, whichever is applicable, or as requested by WSDOT. Due to Legislative and WSDOT reporting requirements, any required quarterly progress reports shall be submitted for the duration of the AGREEMENT period regardless of whether the underlying funding sources have been exhausted. Post-grant annual performance reporting may also be required as prescribed in the aforementioned guidebook. Those reports include, but are not limited to:

1. Project Passenger Trips Provided
2. Project Service Hours Provided
3. Project Revenue Service Miles Provided
4. Narrative Progress Report
5. Financial Status/Summaries of the Project.

B. This subsection applies only to projects that are receiving Transit Coordination, Tier, or Regional Mobility grant funds. In addition to the requirements from subsection A, the CONTRACTOR shall submit a mutually agreeable Performance Measurement Plan to WSDOT.

C. **Remedies for Misuse or Noncompliance.** If WSDOT determines that the Project has been used in a manner materially different from Section 1, WSDOT may direct the CONTRACTOR to repay WSDOT the State funded share of the Project. WSDOT may also withhold payments should it determine that the CONTRACTOR has failed to materially comply with any provision of this AGREEMENT.

## **Section 10**

### **No Obligation by the State Government**

No contract between the CONTRACTOR and its subcontractors shall create any obligation or liability for WSDOT with regard to this AGREEMENT without WSDOT's specific written consent, notwithstanding its concurrence in, or approval of, the award of any contract or subcontract or the solicitations thereof.

## **Section 11**

### **Personal Liability of Public Officers**

No officer or employee of WSDOT shall be personally liable for any acts or failure to act in connection with this AGREEMENT, it being understood that in such matters they are acting solely as agents of WSDOT.

## **Section 12**

### **Ethics**

A. **Relationships with Employees and Officers of WSDOT.** The CONTRACTOR shall not extend any loan, gratuity or gift of money in any form whatsoever to any employee or officer of WSDOT, nor shall CONTRACTOR knowingly rent or purchase any equipment and materials from any employee or officer of WSDOT.

B. **Employment of Former WSDOT Employees.** The CONTRACTOR hereby warrants that it shall not engage on a full-time, part-time, or other basis during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of WSDOT without written consent of WSDOT.

## **Section 13**

### **Compliance with Laws and Regulations**

The CONTRACTOR agrees to abide by all applicable state and federal laws and regulations including but not limited to, those concerning employment, equal opportunity employment, nondiscrimination assurances, project record keeping necessary to evidence compliance with such federal and state laws and regulations, and retention of all such records. The CONTRACTOR will adhere to all applicable nondiscrimination provisions in chapter 49.60 RCW. Except when a federal statute or regulation preempts state or local law, no provision of the AGREEMENT shall require the CONTRACTOR to observe or enforce compliance with any provision, perform any other act, or do any other thing in contravention of state or local law. If any provision or compliance with any provision of this AGREEMENT violate state or local law, or would require the CONTRACTOR to violate state or local law, the CONTRACTOR agrees to notify WSDOT immediately in writing. Should this occur, WSDOT and the CONTRACTOR agree to make appropriate arrangements to proceed with or, if necessary, expeditiously, terminate the Project.

## **Section 14**

### **Environmental Requirements**

The CONTRACTOR agrees to comply with all applicable requirements of chapter 43.21C RCW "State Environmental Policy Act" (SEPA).

## **Section 15**

### **Accounting Records**

A. **Project Accounts.** The CONTRACTOR agrees to establish and maintain for the Project either a separate set of accounts or separate accounts within the framework of an established accounting system that can be identified with the Project. The CONTRACTOR agrees that all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible and available to WSDOT upon request, and, to the extent feasible, kept separate from documents not pertaining to the Project.

B. **Documentation of Project Costs and Program Income.** The CONTRACTOR agrees to support all allowable costs charged to the Project, including any approved services contributed by the CONTRACTOR or others, with properly executed payrolls, time records, invoices, contracts, or vouchers describing in detail the nature and propriety of the charges. The CONTRACTOR also agrees to maintain accurate records of all program income derived from implementing the Project.

#### **Section 16**

##### **Audits, Inspection, and Retention of Records**

A. **Submission of Proceedings, Contracts, Agreements, and Other Documents.** During the performance period of the Project and for six (6) years thereafter, the CONTRACTOR agrees to retain intact and to provide any data, documents, reports, records, contracts, and supporting materials relating to the Project as WSDOT may require. Project closeout does not alter these recording and record-keeping requirements. Should an audit, enforcement, or litigation process be commenced, but not completed, during the aforementioned six-year period then the CONTRACTOR's obligations hereunder shall be extended until the conclusion of that pending audit, enforcement, or litigation process.

B. **General Audit Requirements.** The CONTRACTOR agrees to obtain any other audits required by WSDOT at CONTRACTOR's expense. Project closeout will not alter the CONTRACTOR's audit responsibilities.

C. **Inspection.** The CONTRACTOR agrees to permit WSDOT and the State Auditor, or their authorized representatives, to inspect all Project work materials, payrolls, and other data, and to audit the books, records, and accounts of the CONTRACTOR and its subcontractors pertaining to the Project. The CONTRACTOR agrees to require each third party to permit WSDOT, and the State Auditor or their duly authorized representatives, to inspect all work, materials, payrolls, and other data and records involving that third party contract, and to audit the books, records, and accounts involving that third party contract as it affects the Project.

#### **Section 17**

##### **Labor Provisions**

**Overtime Requirements.** No CONTRACTOR or subcontractor contracting for any part of the Project work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek CONTRACTOR will comply with all applicable provisions of Title 49 RCW, Labor Regulations.

#### **Section 18**

##### **Changed Conditions Affecting Performance**

The CONTRACTOR hereby agrees to immediately notify WSDOT of any change in conditions or law, or of any other event, which may affect its ability to perform the Project in accordance with the provisions of this AGREEMENT.

#### **Section 19**

##### **Coordination of Special Needs Transportation**

It is the policy of WSDOT to actively support coordination of special needs transportation in the state. As a condition of assistance, the CONTRACTOR is required to participate in local coordinated planning as led by CONTRACTOR's relevant Metropolitan Planning Organization (MPO) and/or Regional Transportation Planning Organization (RTPO). Persons with special transportation needs means those persons, including their personal attendants, who because of

physical or mental disability, income status, or age are unable to transport themselves or purchase transportation.

*Transit Projects and Regional Mobility Grant funded projects are explicitly excluded from the provisions of Section 19 – Coordination of Special Needs Transportation.*

## **Section 20 Disputes**

A. **Disputes.** Disputes, arising in the performance of this AGREEMENT, which are not resolved by agreement of the PARTIES, shall be decided in writing by the WSDOT Public Transportation Division Assistant Director or designee. This decision shall be final and conclusive unless within ten (10) days from the date of CONTRACTOR's receipt of WSDOT's written decision, the CONTRACTOR mails or otherwise furnishes a written appeal to the Director of the Public Transportation Division or the Director's designee. The CONTRACTOR's appeal shall be decided in writing by the Director of the Public Transportation Division within thirty (30) days of receipt of the appeal by the Director of the Public Transportation Division or the Director's designee. The decision shall be binding upon the CONTRACTOR and the CONTRACTOR shall abide by the decision.

B. **Performance During Dispute.** Unless otherwise directed by WSDOT, CONTRACTOR shall continue performance under this AGREEMENT while matters in dispute are being resolved.

C. **Claims for Damages.** Should either PARTY to this AGREEMENT suffer injury or damage to person, property, or right because of any act or omission of the other PARTY or any of that PARTY's employees, agents or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to such other PARTY within thirty (30) days after the first observance of such injury or damage.

D. **Rights and Remedies.** All remedies provided in this AGREEMENT are distinct and cumulative to any other right or remedy under this document or afforded by law or equity, and may be exercised independently, concurrently, or successively and shall not be construed to be a limitation of any duties, obligations, rights and remedies of the PARTIES hereto. No action or failure to act by WSDOT or CONTRACTOR shall constitute a waiver of any right or duty afforded any of them under this AGREEMENT, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

## **Section 21 Termination**

A. **Termination for Convenience.** WSDOT and/or the CONTRACTOR may suspend or terminate this AGREEMENT, in whole or in part, and all or any part of the financial assistance provided herein, at any time by written notice to the other PARTY. WSDOT and the CONTRACTOR shall agree upon the AGREEMENT termination provisions including but not limited to the settlement terms, conditions, and in the case of partial termination the portion to be terminated. Written notification must set forth the reasons for such termination, the effective date, and in case of a partial termination the portion to be terminated. However if, in the case of partial termination, WSDOT determines that the remaining portion of the award will not accomplish the purposes for which the award was made, WSDOT may terminate the award in its entirety. The PARTIES may terminate this AGREEMENT for convenience for reasons including, but not limited to, the following:

1. The requisite funding becomes unavailable through failure of appropriation or otherwise;
2. WSDOT determines, in its sole discretion, that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds;
3. The CONTRACTOR is prevented from proceeding with the Project as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense; or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources;

4. The CONTRACTOR is prevented from proceeding with the Project by reason of a temporary preliminary, special, or permanent restraining order or injunction of a court of competent jurisdiction where the issuance of such order or injunction is primarily caused by the acts or omissions of persons or agencies other than the CONTRACTOR; or

5. The State Government determines that the purposes of the statute authorizing the Project would not be adequately served by the continuation of financial assistance for the Project;

6. In the case of termination for convenience under subsections A. 1-5 above, WSDOT shall reimburse the CONTRACTOR for all costs payable under this AGREEMENT that the CONTRACTOR properly incurred prior to termination. The CONTRACTOR shall promptly submit its claim for reimbursement to WSDOT. If the CONTRACTOR has any property in its possession belonging to WSDOT, the CONTRACTOR will account for the same, and dispose of it in the manner WSDOT directs.

**B. Termination for Default.** WSDOT may suspend or terminate this AGREEMENT for default, in whole or in part, and all or any part of the financial assistance provided herein, at any time by written notice to the CONTRACTOR, if the CONTRACTOR materially breaches or fails to perform any of the requirements of this AGREEMENT, including:

1. Takes any action pertaining to this AGREEMENT without the approval of WSDOT, which under the procedures of this AGREEMENT would have required the approval of WSDOT;

2. Jeopardizes its ability to perform pursuant to this AGREEMENT, United States of America laws, Washington state laws, or local governmental laws under which the CONTRACTOR operates;

3. Fails to make reasonable progress on the Project or other violation of this AGREEMENT that endangers substantial performance of the Project; or

4. Fails to perform in the manner called for in this AGREEMENT or fails, to comply with, or is in material violation of, any provision of this AGREEMENT. WSDOT shall serve a notice of termination on the CONTRACTOR setting forth the manner in which the CONTRACTOR is in default hereunder. If it is later determined by WSDOT that the CONTRACTOR had an excusable reason for not performing, such as events which are not the fault of or are beyond the control of the CONTRACTOR, such as a strike, fire or flood, WSDOT may: (a) allow the CONTRACTOR to continue work after setting up a new delivery of performance schedule, or (b) treat the termination as a termination for convenience.

**C.** WSDOT, in its sole discretion may, in the case of a termination for breach or default, allow the CONTRACTOR ten (10) business days, or such longer period as determined by WSDOT, in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If the CONTRACTOR fails to remedy to WSDOT's satisfaction the breach or default within the timeframe and under the conditions set forth in the notice of termination, WSDOT shall have the right to terminate this AGREEMENT without any further obligation to CONTRACTOR. Any such termination for default shall not in any way operate to preclude WSDOT from also pursuing all available remedies against CONTRACTOR and its sureties for said breach or default.

**D.** In the event that WSDOT elects to waive its remedies for any breach by CONTRACTOR of any covenant, term or condition of this AGREEMENT, such waiver by WSDOT shall not limit WSDOT's remedies for any succeeding breach of that or of any other term, covenant, or condition of this AGREEMENT.

**E.** If this AGREEMENT is terminated, whether for convenience or for default, before the specified end date set forth in the caption header, "Term of Agreement", WSDOT and the CONTRACTOR shall execute an amendment to this AGREEMENT identifying the termination date and the reason for termination.

**Section 22**  
**Forbearance by WSDOT Not a Waiver**

Any forbearance by WSDOT in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

**Section 23**  
**Lack of Waiver**

In no event shall any WSDOT payment of grant funds to the CONTRACTOR constitute or be construed as a waiver by WSDOT of any CONTRACTOR breach, or default. Such payment shall in no way impair or prejudice any right or remedy available to WSDOT with respect to any breach or default.

**Section 24**  
**Limitation of Liability**

A. The CONTRACTOR shall indemnify, defend, and hold harmless WSDOT, its agents, employees, and officers and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs (hereinafter referred to collectively as "claims"), of whatsoever kind or nature brought against WSDOT arising out of, in connection with or incident to the execution of this AGREEMENT and/or the CONTRACTOR's performance or failure to perform any aspect of this AGREEMENT. This indemnity and defense provision applies to all claims against WSDOT, its agents, employees and officers arising out of, in connection with or incident to the negligent acts or omissions of the CONTRACTOR, its agents, employees, officers and subcontractors of any tier. Provided, however, that nothing herein shall require the CONTRACTOR to indemnify, defend, and hold harmless or defend WSDOT, its agents, employees or officers to the extent that claims are caused by the sole negligent acts or omissions of WSDOT, its agents, employees or officers; and provided further that if such claims result from the concurrent negligence of (a) the CONTRACTOR its employees, agents, officers or contractors and (b) the STATE, its employees or authorized agents, or involves those actions covered by RCW 4.24.115, the indemnity and defense provisions provided herein shall be valid and enforceable only to the extent of the negligence of the PARTY, its employees, officers, authorized agents, and/or contractors. The indemnification and hold harmless provision shall survive termination of this AGREEMENT.

B. The CONTRACTOR shall be deemed an independent contractor for all purposes, and the employees of the CONTRACTOR or its subcontractors and the employees thereof, shall not in any manner be deemed to be the employees of WSDOT.

C. The CONTRACTOR agrees that its obligations under this AGREEMENT extend to any claim, demand, and/or cause of action by, or on behalf of its employees or agents while performing under this AGREEMENT. For this purpose, the CONTRACTOR, by MUTUAL NEGOTIATION, hereby waives any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions in Title 51 RCW.

D. In the event either the CONTRACTOR or WSDOT incurs attorney's fees, costs or other legal expenses to enforce the provisions of this section of this AGREEMENT against the other PARTY, all such fees, costs and expenses shall be recoverable by the prevailing PARTY.

**Section 25**  
**Agreement Modifications**

Either PARTY may request changes to this AGREEMENT. Any changes to the terms of this AGREEMENT must be mutually agreed upon and incorporated by written amendment to this AGREEMENT. Such written amendment to this AGREEMENT shall not be binding or valid unless signed by the persons authorized to bind from each of the PARTIES. Provided, however, that

changes to the federal award identification number, DUNS, project title, federal ID number, CFDA number, milestones, PIN the contact person of either PARTY, or dollar amount changes that do not affect the Project total cost, will not require a written amendment, but will be approved and documented by WSDOT through an administrative revision. WSDOT shall notify the CONTRACTOR of the revision in writing.

**Section 26**  
**WSDOT Advice**

The CONTRACTOR bears complete responsibility for the administration and success of the Project as defined by this AGREEMENT and any amendments thereto. If the CONTRACTOR solicits advice from WSDOT on problems that may arise, the offering of WSDOT advice shall not shift the responsibility of the CONTRACTOR for the correct administration and success of the Project, and WSDOT shall not be held liable for offering advice to the CONTRACTOR.

**Section 27**  
**Venue and Process**

In the event that either PARTY deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the PARTIES hereto agree that any such action shall be initiated in the Superior Court of the State of Washington situated in Thurston County. The PARTIES agree that the laws of the State of Washington shall apply.

**Section 28**  
**Subrogation**

A. **Prior to Subrogation.** WSDOT may require the CONTRACTOR to take such reasonable action as may be necessary or appropriate to preserve the CONTRACTOR's right to recover damages from any person or organization alleged to be legally responsible for injury to any equipment, property, or transportation program in which WSDOT has a financial interest.

B. **Subrogation.** WSDOT may require the CONTRACTOR to assign to WSDOT all right of recovery against any person or organization for loss, to the extent of WSDOT's loss. Upon assignment, the CONTRACTOR shall execute, deliver, and do whatever else reasonably necessary to secure WSDOT's rights. The CONTRACTOR shall do nothing after any loss to intentionally prejudice the rights of WSDOT.

C. **Duties of the CONTRACTOR.** If WSDOT has exercised its right of subrogation, the CONTRACTOR shall cooperate with WSDOT and, upon WSDOT's request, assist in the prosecution of suits and enforce any right against any person or organization who may be liable to WSDOT. The CONTRACTOR shall attend hearings and trials as requested by WSDOT, assist in securing and giving evidence as requested by WSDOT, and obtain the attendance of witnesses as requested by WSDOT.

**Section 29**  
**Counterparts**

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect.

**Section 30**  
**Complete Agreement**

This document contains all covenants, stipulations, and provisions agreed upon by the PARTIES. No agent or representative of WSDOT or the CONTRACTOR has authority to make, and neither WSDOT nor the CONTRACTOR shall be bound by or be liable for, any statement, representation, promise or agreement not set forth herein or made by written amendment hereto.



### **Section 31**

#### **Severability**

If any covenant or provision of this AGREEMENT shall be adjudged void, such adjudication shall not affect the validity or obligation of performance of any other covenant or provision, or any part thereof, which in itself is valid if such remainder conforms to the terms and requirements of applicable law and the intent of this AGREEMENT. No controversy concerning any covenant or provision shall delay the performance of any other covenant or provision except as herein allowed.

### **Section 32**

#### **Order of Precedence**

Any conflict or inconsistency in this AGREEMENT and its attachments will be resolved by giving documents precedence in the following order:

1. Federal law
2. Exhibit I, Federal Provisions, if applicable
3. State law
4. This AGREEMENT
5. The Guidebook

### **Section 33**

#### **Execution**

This AGREEMENT is executed by the Director, Public Transportation Division, State of Washington, Department of Transportation or the Director's designee, not as an individual incurring personal obligation and liability, but solely by, for and on behalf of the State of Washington, Department of Transportation, in the capacity as Director, Public Transportation Division, or as a designee.

### **Section 34**

#### **Binding Agreement**

The undersigned acknowledge that they are authorized to execute this AGREEMENT and bind their respective agency(ies) and or entity(ies) to the obligations set forth herein.

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

**WASHINGTON STATE  
DEPARTMENT OF TRANSPORTATION**

**CONTRACTOR**

\_\_\_\_\_  
Brian Lagerberg, Director  
Public Transportation Division

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS

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

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

3. Contractor Information: Contractor: WSDOT  
Contact Person: Matthew Cramer  
Title: Community Liaison  
Address: PO Box 47387  
Address: Olympia, WA 98504  
Phone: 360-905-2152

4. Brief description of purpose of the contract and County’s contracted duties:  
2021-2025 Dial A Ride Consolidated grant contracts for Senior Services transportation programs

5. Term of Contract: From: 7/1/2021 To: 6/30/2025

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) \_\_MRSC-not required under \$10,000\_\_

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: \$  
 Amount Not Budgeted in Current Year: \$ Source:  
 Total Non-County Funds Committed: \$ 626,401 Source: \_\_WSDOT\_\_  
 Total County Funds Committed: \$ 294,408 (Match)  
 TOTAL FUNDS COMMITTED: \$ 920,809

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>	Seniors Services	 Signature
<b><u>AGENDA DATE</u></b>	July 27, 2021	
<b><u>SUBJECT</u></b>	WSDOT Consolidated Grant (Dial A Ride)	
<b><u>ACTION REQUESTED</u></b>	Sign Contract	

### **SUMMARY/BACKGROUND**

This is a four-year operating Consolidated contract through WSDOT for our Dial-A-Ride program. This grant allows Senior Services to sustain the demand response dial-a-ride service for seniors, special needs population and the general public in Skamania County.

### **FISCAL IMPACT**

WSDOT Contract \$626,401 (4 years)  
Match \$294,408 (4 years)

### **RECOMMENDATION**

Sign Contract

### **ATTACHMENTS**

2021-2025 Contract  
Board Signature Page

## Sophie Miller

---

**From:** WSDOT PTD Agreements <PTDAgreements@WSDOT.WA.GOV>  
**Sent:** Sunday, July 18, 2021 3:22 PM  
**To:** Sophie Miller  
**Cc:** Cramer, Matthew; Richard Mahar  
**Subject:** 2021-2025 WSDOT Consolidated Grant agreement- Skamania County- PTD0370- Dail-A-Ride  
**Attachments:** SkamaniaCo\_PTD0370\_ConsOP Dail-A-Ride.pdf  
**Importance:** High

**WARNING:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello,

Attached is your 2021-2025 Consolidated grant agreement. Please carefully review the new agreement to ensure all proper elements are present. Inform your assigned WSDOT community liaison (contact information located on the front page of the agreement) if the document contains any errors.

**After review, please have your authorized representative sign and send the agreement to [ptdagreements@wsdot.wa.gov](mailto:ptdagreements@wsdot.wa.gov) and your community liaison. *Matthew Cramer***  
*CramerMa@WSDOT.WA.GOV*

WSDOT will send the original executed agreement to you after WSDOT's representative signs the agreement.

Thank you!

***Jadine Cunningham***

Business Analyst & Planner  
Public Transportation Division

MS: 47387

Direct: 360-705-7912

Cell: 360-628-9004

[Cunninj@wsdot.wa.gov](mailto:Cunninj@wsdot.wa.gov)



**Washington State  
Department of Transportation**



**WSDOT Contact:** Matthew Cramer

**WSDOT E-mail:** [matthew.cramer@wsdot.wa.gov](mailto:matthew.cramer@wsdot.wa.gov)

**WSDOT Phone:** 360-905-2152

<b>Consolidated Grant Program Operating Grant Agreement</b>	
<b>Agreement Number</b>	PTD0370
<b>Term of Agreement</b>	July 1, 2021 through June 30, 2025
<b>Vendor #</b>	916001363
<b>CFDA #</b>	N/A
<b>DUNS</b>	17330861
<b>Service Area</b>	Clark, Klickitat and Skamania Counties
<b>Contractor:</b> Skamania County dba Skamania County Senior Services PO Box 369 Stevenson, WA 98648-4418	
<b>Contact:</b> Sophie Miller <b>Email:</b> <a href="mailto:miller@co.skamania.wa.us">miller@co.skamania.wa.us</a>	

**THIS AGREEMENT**, entered into by the Washington State Department of Transportation, hereinafter "WSDOT," and the Contractor identified above, hereinafter the "CONTRACTOR," individually the "PARTY" and collectively the "PARTIES."

WHEREAS, the State of Washington in its Sessions Laws of 2021, Chapter 333 Section 220 authorizes funding for Public Transportation Programs and other special proviso funding as identified in the budget through its 2021-2023 biennial appropriations to WSDOT; and

WHEREAS, the CONTRACTOR has requested funds for the project(s) or program(s) shown under the heading titled "Funding by Project" (hereinafter known as the "Project(s)") which has been selected by WSDOT for funding assistance.

**NOW THEREFORE**, in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof, IT IS MUTUALLY AGREED AS FOLLOWS:

**Section 1**  
**SCOPE OF WORK AND BUDGET**

**Funding by Project**

**Project Title:** Dial-A-Ride Service

**UPIN #** PTD0370

**Scope of Work:** Sustain demand-response dial-a-ride service for seniors, special needs, and general public in Skamania County.

<b>Funds</b>	<b>Federal Award Identification #</b>	<b>Current Percentage</b>	<b>Current Funds</b>	<b>Projected Funds</b>	<b>Total Current and Projected Funds</b>
Competitive Rural Mobility	N/A	53%	\$ 308,577		\$ 308,577
Contractor's Funds	N/A	47%	\$ 273,643		\$ 273,643
Projected Grant Funds	N/A			\$ 317,824	\$ 317,824
<b>Total Project Cost</b>		<b>100%</b>	<b>\$ 582,220</b>	<b>\$ 317,824</b>	<b>\$ 900,044</b>

**Budget:** *Projected Funds are subject to appropriation by the WA State Legislature, once appropriated, funds will be added to this AGREEMENT by written amendment.*

## **Section 2**

### **Purpose of Agreement**

A. The purpose of this AGREEMENT is for WSDOT to provide funds to the CONTRACTOR for public transportation services that meet the needs of persons in the State of Washington.

## **Section 3**

### **Scope of Project**

The CONTRACTOR shall undertake and complete the Project described and detailed in Section 1. The CONTRACTOR shall operate the service within the service area described in Section 1, in accordance with the terms and conditions of this AGREEMENT.

## **Section 4**

### **Term of Agreement**

The CONTRACTOR shall commence, perform, and complete the work identified under this AGREEMENT within the time defined in the caption space header titled "Term of Agreement" on this AGREEMENT regardless of the date of signature and execution of this AGREEMENT, unless terminated as provided herein.

## **Section 5**

### **General Compliance Assurance**

The CONTRACTOR agrees to comply with all instructions as prescribed in WSDOT's *Consolidated Grants Program Guidebook*, hereinafter referred to as the "Guidebook", and any amendments thereto, found at <https://www.wsdot.wa.gov/transit/grants/apply-manage-your-grant>, which by this reference is fully incorporated herein.

## **Section 6**

### **Contractor's Share of Project Costs**

A. The Total Project Cost shall not exceed the amounts detailed in Section 1. The CONTRACTOR agrees to expend eligible funds, together with any Contractor's Funds allocated for the Project, in an amount sufficient to complete the Project. The CONTRACTOR agrees to expend eligible funds, together with other funds allocated for the Project, in an amount sufficient to complete the Project as detailed in Section 1. If at any time the CONTRACTOR becomes aware that the cost of the Project will exceed or be less than the amount identified in Section 1, the CONTRACTOR shall notify WSDOT in writing within thirty (30) calendar days of making that determination. Nothing in Section 6(A), shall preclude the requirements specified in Section 7 (B) for payments at the end of the biennium.

B. **Minimum Match:** The CONTRACTOR is required to provide a minimum match of funds for the Project as identified in Section 1, indicated as Contractor's Funds.

## **Section 7**

### **Reimbursement and Payment**

A. Payment will be made by WSDOT on a reimbursable basis for actual costs and expenditures incurred, while performing eligible direct and related indirect Project work during the life of the Project. Payment is subject to the submission to and approval by WSDOT of properly prepared invoices that substantiate the costs and expenses submitted by CONTRACTOR for reimbursement. Failure to send in progress reports and financial information as required in Section 9 –Reports may delay payment. The CONTRACTOR shall submit an invoice detailing and supporting the costs incurred. Such invoices may be submitted no more than once per month and no less than once per year, during the course of this AGREEMENT. If approved by WSDOT, properly prepared invoices shall be paid by WSDOT within thirty (30) days of receipt of the invoice.



B. **State Fiscal Year End Closure Requirement (RCW 43.88):** The CONTRACTOR shall submit an invoice for completed work in the same state fiscal period in which the work was performed. As defined in RCW 43.88, the state fiscal period starts on July 1 and ends on June 30 the following year. Reimbursement requests must be received by July 15 of each state fiscal period. If the CONTRACTOR is unable to provide an invoice by this date, the CONTRACTOR shall provide an estimate of the expenses to be billed so WSDOT may accrue the expenditures in the proper fiscal period. Any subsequent reimbursement request submitted will be limited to the amount accrued as set forth in this section. Any payment request received after the timeframe prescribed above will not be eligible for reimbursement.

### **Section 8**

#### **Assignments and Subcontracts**

A. The CONTRACTOR shall submit to WSDOT a copy of any contract, amendment, or change order thereto pertaining to this Project for review and documentation. This includes any completed Project facilities and/or infrastructure under this AGREEMENT, or other actions obligating the CONTRACTOR in any manner with any third party with respect to its rights and responsibilities under this AGREEMENT, including any leasing and/or lending the Project or any part thereof to be used by anyone not under the CONTRACTOR's direct supervision.

B. The CONTRACTOR agrees to include all applicable sections of the AGREEMENT such as Section 5, Sections 8 through 18, Section 21 and Section 24 of this AGREEMENT in each subcontract and in all contracts it enters into for the employment of any individuals, procurement of any materials, or the performance of any work to be accomplished under this AGREEMENT.

### **Section 9**

#### **Reports**

A. The CONTRACTOR shall prepare quarterly reports regarding services provided pursuant to this AGREEMENT and other related information as prescribed in the Guidebook, and any amendments thereto, whichever is applicable, or as requested by WSDOT. Due to Legislative and WSDOT reporting requirements, any required quarterly progress reports shall be submitted for the duration of the AGREEMENT period regardless of whether the underlying funding sources have been exhausted. Post-grant annual performance reporting may also be required as prescribed in the aforementioned guidebook. Those reports include, but are not limited to:

1. Project Passenger Trips Provided
2. Project Service Hours Provided
3. Project Revenue Service Miles Provided
4. Narrative Progress Report
5. Financial Status/Summaries of the Project.

B. This subsection applies only to projects that are receiving Transit Coordination, Tier, or Regional Mobility grant funds. In addition to the requirements from subsection A, the CONTRACTOR shall submit a mutually agreeable Performance Measurement Plan to WSDOT.

C. **Remedies for Misuse or Noncompliance.** If WSDOT determines that the Project has been used in a manner materially different from Section 1, WSDOT may direct the CONTRACTOR to repay WSDOT the State funded share of the Project. WSDOT may also withhold payments should it determine that the CONTRACTOR has failed to materially comply with any provision of this AGREEMENT.

## **Section 10**

### **No Obligation by the State Government**

No contract between the CONTRACTOR and its subcontractors shall create any obligation or liability for WSDOT with regard to this AGREEMENT without WSDOT's specific written consent, notwithstanding its concurrence in, or approval of, the award of any contract or subcontract or the solicitations thereof.

## **Section 11**

### **Personal Liability of Public Officers**

No officer or employee of WSDOT shall be personally liable for any acts or failure to act in connection with this AGREEMENT, it being understood that in such matters they are acting solely as agents of WSDOT.

## **Section 12**

### **Ethics**

A. **Relationships with Employees and Officers of WSDOT.** The CONTRACTOR shall not extend any loan, gratuity or gift of money in any form whatsoever to any employee or officer of WSDOT, nor shall CONTRACTOR knowingly rent or purchase any equipment and materials from any employee or officer of WSDOT.

B. **Employment of Former WSDOT Employees.** The CONTRACTOR hereby warrants that it shall not engage on a full-time, part-time, or other basis during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of WSDOT without written consent of WSDOT.

## **Section 13**

### **Compliance with Laws and Regulations**

The CONTRACTOR agrees to abide by all applicable state and federal laws and regulations including but not limited to, those concerning employment, equal opportunity employment, nondiscrimination assurances, project record keeping necessary to evidence compliance with such federal and state laws and regulations, and retention of all such records. The CONTRACTOR will adhere to all applicable nondiscrimination provisions in chapter 49.60 RCW. Except when a federal statute or regulation preempts state or local law, no provision of the AGREEMENT shall require the CONTRACTOR to observe or enforce compliance with any provision, perform any other act, or do any other thing in contravention of state or local law. If any provision or compliance with any provision of this AGREEMENT violate state or local law, or would require the CONTRACTOR to violate state or local law, the CONTRACTOR agrees to notify WSDOT immediately in writing. Should this occur, WSDOT and the CONTRACTOR agree to make appropriate arrangements to proceed with or, if necessary, expeditiously, terminate the Project.

## **Section 14**

### **Environmental Requirements**

The CONTRACTOR agrees to comply with all applicable requirements of chapter 43.21C RCW "State Environmental Policy Act" (SEPA).

## **Section 15**

### **Accounting Records**

A. **Project Accounts.** The CONTRACTOR agrees to establish and maintain for the Project either a separate set of accounts or separate accounts within the framework of an established accounting system that can be identified with the Project. The CONTRACTOR agrees that all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible and available to WSDOT upon request, and, to the extent feasible, kept separate from documents not pertaining to the Project.

B. **Documentation of Project Costs and Program Income.** The CONTRACTOR agrees to support all allowable costs charged to the Project, including any approved services contributed by the CONTRACTOR or others, with properly executed payrolls, time records, invoices, contracts, or vouchers describing in detail the nature and propriety of the charges. The CONTRACTOR also agrees to maintain accurate records of all program income derived from implementing the Project.

## **Section 16**

### **Audits, Inspection, and Retention of Records**

A. **Submission of Proceedings, Contracts, Agreements, and Other Documents.** During the performance period of the Project and for six (6) years thereafter, the CONTRACTOR agrees to retain intact and to provide any data, documents, reports, records, contracts, and supporting materials relating to the Project as WSDOT may require. Project closeout does not alter these recording and record-keeping requirements. Should an audit, enforcement, or litigation process be commenced, but not completed, during the aforementioned six-year period then the CONTRACTOR's obligations hereunder shall be extended until the conclusion of that pending audit, enforcement, or litigation process.

B. **General Audit Requirements.** The CONTRACTOR agrees to obtain any other audits required by WSDOT at CONTRACTOR's expense. Project closeout will not alter the CONTRACTOR's audit responsibilities.

C. **Inspection.** The CONTRACTOR agrees to permit WSDOT and the State Auditor, or their authorized representatives, to inspect all Project work materials, payrolls, and other data, and to audit the books, records, and accounts of the CONTRACTOR and its subcontractors pertaining to the Project. The CONTRACTOR agrees to require each third party to permit WSDOT, and the State Auditor or their duly authorized representatives, to inspect all work, materials, payrolls, and other data and records involving that third party contract, and to audit the books, records, and accounts involving that third party contract as it affects the Project.

## **Section 17**

### **Labor Provisions**

**Overtime Requirements.** No CONTRACTOR or subcontractor contracting for any part of the Project work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek CONTRACTOR will comply with all applicable provisions of Title 49 RCW, Labor Regulations.

## **Section 18**

### **Changed Conditions Affecting Performance**

The CONTRACTOR hereby agrees to immediately notify WSDOT of any change in conditions or law, or of any other event, which may affect its ability to perform the Project in accordance with the provisions of this AGREEMENT.

## **Section 19**

### **Coordination of Special Needs Transportation**

It is the policy of WSDOT to actively support coordination of special needs transportation in the state. As a condition of assistance, the CONTRACTOR is required to participate in local coordinated planning as led by CONTRACTOR's relevant Metropolitan Planning Organization (MPO) and/or Regional Transportation Planning Organization (RTPO). Persons with special transportation needs means those persons, including their personal attendants, who because of

physical or mental disability, income status, or age are unable to transport themselves or purchase transportation.

*Transit Projects and Regional Mobility Grant funded projects are explicitly excluded from the provisions of Section 19 – Coordination of Special Needs Transportation.*

## **Section 20 Disputes**

A. **Disputes.** Disputes, arising in the performance of this AGREEMENT, which are not resolved by agreement of the PARTIES, shall be decided in writing by the WSDOT Public Transportation Division Assistant Director or designee. This decision shall be final and conclusive unless within ten (10) days from the date of CONTRACTOR's receipt of WSDOT's written decision, the CONTRACTOR mails or otherwise furnishes a written appeal to the Director of the Public Transportation Division or the Director's designee. The CONTRACTOR's appeal shall be decided in writing by the Director of the Public Transportation Division within thirty (30) days of receipt of the appeal by the Director of the Public Transportation Division or the Director's designee. The decision shall be binding upon the CONTRACTOR and the CONTRACTOR shall abide by the decision.

B. **Performance During Dispute.** Unless otherwise directed by WSDOT, CONTRACTOR shall continue performance under this AGREEMENT while matters in dispute are being resolved.

C. **Claims for Damages.** Should either PARTY to this AGREEMENT suffer injury or damage to person, property, or right because of any act or omission of the other PARTY or any of that PARTY's employees, agents or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to such other PARTY within thirty (30) days after the first observance of such injury or damage.

D. **Rights and Remedies.** All remedies provided in this AGREEMENT are distinct and cumulative to any other right or remedy under this document or afforded by law or equity, and may be exercised independently, concurrently, or successively and shall not be construed to be a limitation of any duties, obligations, rights and remedies of the PARTIES hereto. No action or failure to act by WSDOT or CONTRACTOR shall constitute a waiver of any right or duty afforded any of them under this AGREEMENT, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

## **Section 21 Termination**

A. **Termination for Convenience.** WSDOT and/or the CONTRACTOR may suspend or terminate this AGREEMENT, in whole or in part, and all or any part of the financial assistance provided herein, at any time by written notice to the other PARTY. WSDOT and the CONTRACTOR shall agree upon the AGREEMENT termination provisions including but not limited to the settlement terms, conditions, and in the case of partial termination the portion to be terminated. Written notification must set forth the reasons for such termination, the effective date, and in case of a partial termination the portion to be terminated. However if, in the case of partial termination, WSDOT determines that the remaining portion of the award will not accomplish the purposes for which the award was made, WSDOT may terminate the award in its entirety. The PARTIES may terminate this AGREEMENT for convenience for reasons including, but not limited to, the following:

1. The requisite funding becomes unavailable through failure of appropriation or otherwise;
2. WSDOT determines, in its sole discretion, that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds;
3. The CONTRACTOR is prevented from proceeding with the Project as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense; or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources;

4. The CONTRACTOR is prevented from proceeding with the Project by reason of a temporary preliminary, special, or permanent restraining order or injunction of a court of competent jurisdiction where the issuance of such order or injunction is primarily caused by the acts or omissions of persons or agencies other than the CONTRACTOR; or

5. The State Government determines that the purposes of the statute authorizing the Project would not be adequately served by the continuation of financial assistance for the Project;

6. In the case of termination for convenience under subsections A.1-5 above, WSDOT shall reimburse the CONTRACTOR for all costs payable under this AGREEMENT that the CONTRACTOR properly incurred prior to termination. The CONTRACTOR shall promptly submit its claim for reimbursement to WSDOT. If the CONTRACTOR has any property in its possession belonging to WSDOT, the CONTRACTOR will account for the same, and dispose of it in the manner WSDOT directs.

**B. Termination for Default.** WSDOT may suspend or terminate this AGREEMENT for default, in whole or in part, and all or any part of the financial assistance provided herein, at any time by written notice to the CONTRACTOR, if the CONTRACTOR materially breaches or fails to perform any of the requirements of this AGREEMENT, including:

1. Takes any action pertaining to this AGREEMENT without the approval of WSDOT, which under the procedures of this AGREEMENT would have required the approval of WSDOT;

2. Jeopardizes its ability to perform pursuant to this AGREEMENT, United States of America laws, Washington state laws, or local governmental laws under which the CONTRACTOR operates;

3. Fails to make reasonable progress on the Project or other violation of this AGREEMENT that endangers substantial performance of the Project; or

4. Fails to perform in the manner called for in this AGREEMENT or fails, to comply with, or is in material violation of, any provision of this AGREEMENT. WSDOT shall serve a notice of termination on the CONTRACTOR setting forth the manner in which the CONTRACTOR is in default hereunder. If it is later determined by WSDOT that the CONTRACTOR had an excusable reason for not performing, such as events which are not the fault of or are beyond the control of the CONTRACTOR, such as a strike, fire or flood, WSDOT may: (a) allow the CONTRACTOR to continue work after setting up a new delivery of performance schedule, or (b) treat the termination as a termination for convenience.

**C.** WSDOT, in its sole discretion may, in the case of a termination for breach or default, allow the CONTRACTOR ten (10) business days, or such longer period as determined by WSDOT, in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If the CONTRACTOR fails to remedy to WSDOT's satisfaction the breach or default within the timeframe and under the conditions set forth in the notice of termination, WSDOT shall have the right to terminate this AGREEMENT without any further obligation to CONTRACTOR. Any such termination for default shall not in any way operate to preclude WSDOT from also pursuing all available remedies against CONTRACTOR and its sureties for said breach or default.

**D.** In the event that WSDOT elects to waive its remedies for any breach by CONTRACTOR of any covenant, term or condition of this AGREEMENT, such waiver by WSDOT shall not limit WSDOT's remedies for any succeeding breach of that or of any other term, covenant, or condition of this AGREEMENT.

**E.** If this AGREEMENT is terminated, whether for convenience or for default, before the specified end date set forth in the caption header, "Term of Agreement", WSDOT and the CONTRACTOR shall execute an amendment to this AGREEMENT identifying the termination date and the reason for termination.

**Section 22**

**Forbearance by WSDOT Not a Waiver**

Any forbearance by WSDOT in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

**Section 23**

**Lack of Waiver**

In no event shall any WSDOT payment of grant funds to the CONTRACTOR constitute or be construed as a waiver by WSDOT of any CONTRACTOR breach, or default. Such payment shall in no way impair or prejudice any right or remedy available to WSDOT with respect to any breach or default.

**Section 24**

**Limitation of Liability**

A. The CONTRACTOR shall indemnify, defend, and hold harmless WSDOT, its agents, employees, and officers and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs (hereinafter referred to collectively as "claims"), of whatsoever kind or nature brought against WSDOT arising out of, in connection with or incident to the execution of this AGREEMENT and/or the CONTRACTOR's performance or failure to perform any aspect of this AGREEMENT. This indemnity and defense provision applies to all claims against WSDOT, its agents, employees and officers arising out of, in connection with or incident to the negligent acts or omissions of the CONTRACTOR, its agents, employees, officers and subcontractors of any tier. Provided, however, that nothing herein shall require the CONTRACTOR to indemnify, defend, and hold harmless or defend WSDOT, its agents, employees or officers to the extent that claims are caused by the sole negligent acts or omissions of WSDOT, its agents, employees or officers; and provided further that if such claims result from the concurrent negligence of (a) the CONTRACTOR its employees, agents, officers or contractors and (b) the STATE, its employees or authorized agents, or involves those actions covered by RCW 4.24.115, the indemnity and defense provisions provided herein shall be valid and enforceable only to the extent of the negligence of the PARTY, its employees, officers, authorized agents, and/or contractors. The indemnification and hold harmless provision shall survive termination of this AGREEMENT.

B. The CONTRACTOR shall be deemed an independent contractor for all purposes, and the employees of the CONTRACTOR or its subcontractors and the employees thereof, shall not in any manner be deemed to be the employees of WSDOT.

C. The CONTRACTOR agrees that its obligations under this AGREEMENT extend to any claim, demand, and/or cause of action by, or on behalf of its employees or agents while performing under this AGREEMENT. For this purpose, the CONTRACTOR, by MUTUAL NEGOTIATION, hereby waives any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions in Title 51 RCW.

D. In the event either the CONTRACTOR or WSDOT incurs attorney's fees, costs or other legal expenses to enforce the provisions of this section of this AGREEMENT against the other PARTY, all such fees, costs and expenses shall be recoverable by the prevailing PARTY.

**Section 25**

**Agreement Modifications**

Either PARTY may request changes to this AGREEMENT. Any changes to the terms of this AGREEMENT must be mutually agreed upon and incorporated by written amendment to this AGREEMENT. Such written amendment to this AGREEMENT shall not be binding or valid unless signed by the persons authorized to bind from each of the PARTIES. Provided, however, that

changes to the federal award identification number, DUNS, project title, federal ID number, CFDA number, milestones, PIN the contact person of either PARTY, or dollar amount changes that do not affect the Project total cost, will not require a written amendment, but will be approved and documented by WSDOT through an administrative revision. WSDOT shall notify the CONTRACTOR of the revision in writing.

**Section 26**  
**WSDOT Advice**

The CONTRACTOR bears complete responsibility for the administration and success of the Project as defined by this AGREEMENT and any amendments thereto. If the CONTRACTOR solicits advice from WSDOT on problems that may arise, the offering of WSDOT advice shall not shift the responsibility of the CONTRACTOR for the correct administration and success of the Project, and WSDOT shall not be held liable for offering advice to the CONTRACTOR.

**Section 27**  
**Venue and Process**

In the event that either PARTY deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the PARTIES hereto agree that any such action shall be initiated in the Superior Court of the State of Washington situated in Thurston County. The PARTIES agree that the laws of the State of Washington shall apply.

**Section 28**  
**Subrogation**

A. **Prior to Subrogation.** WSDOT may require the CONTRACTOR to take such reasonable action as may be necessary or appropriate to preserve the CONTRACTOR's right to recover damages from any person or organization alleged to be legally responsible for injury to any equipment, property, or transportation program in which WSDOT has a financial interest.

B. **Subrogation.** WSDOT may require the CONTRACTOR to assign to WSDOT all right of recovery against any person or organization for loss, to the extent of WSDOT's loss. Upon assignment, the CONTRACTOR shall execute, deliver, and do whatever else reasonably necessary to secure WSDOT's rights. The CONTRACTOR shall do nothing after any loss to intentionally prejudice the rights of WSDOT.

C. **Duties of the CONTRACTOR.** If WSDOT has exercised its right of subrogation, the CONTRACTOR shall cooperate with WSDOT and, upon WSDOT's request, assist in the prosecution of suits and enforce any right against any person or organization who may be liable to WSDOT. The CONTRACTOR shall attend hearings and trials as requested by WSDOT, assist in securing and giving evidence as requested by WSDOT, and obtain the attendance of witnesses as requested by WSDOT.

**Section 29**  
**Counterparts**

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect.

**Section 30**  
**Complete Agreement**

This document contains all covenants, stipulations, and provisions agreed upon by the PARTIES. No agent or representative of WSDOT or the CONTRACTOR has authority to make, and neither WSDOT nor the CONTRACTOR shall be bound by or be liable for, any statement, representation, promise or agreement not set forth herein or made by written amendment hereto.

**Section 31  
Severability**

If any covenant or provision of this AGREEMENT shall be adjudged void, such adjudication shall not affect the validity or obligation of performance of any other covenant or provision, or any part thereof, which in itself is valid if such remainder conforms to the terms and requirements of applicable law and the intent of this AGREEMENT. No controversy concerning any covenant or provision shall delay the performance of any other covenant or provision except as herein allowed.

**Section 32  
Order of Precedence**

Any conflict or inconsistency in this AGREEMENT and its attachments will be resolved by giving documents precedence in the following order:

1. Federal law
2. Exhibit I, Federal Provisions, if applicable
3. State law
4. This AGREEMENT
5. The Guidebook

**Section 33  
Execution**

This AGREEMENT is executed by the Director, Public Transportation Division, State of Washington, Department of Transportation or the Director's designee, not as an individual incurring personal obligation and liability, but solely by, for and on behalf of the State of Washington, Department of Transportation, in the capacity as Director, Public Transportation Division, or as a designee.

**Section 34  
Binding Agreement**

The undersigned acknowledge that they are authorized to execute this AGREEMENT and bind their respective agency(ies) and or entity(ies) to the obligations set forth herein.



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

**WASHINGTON STATE  
DEPARTMENT OF TRANSPORTATION**

**CONTRACTOR**

\_\_\_\_\_  
Brian Lagerberg, Director  
Public Transportation Division

\_\_\_\_\_  
Authorized Representative

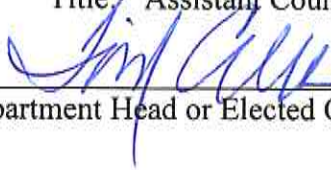
\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name


\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS

1. Contract SHI
2. Contract Status: (Check appropriate box)  Original  Renewal  Amendment
3. Contractor Information: Contractor: SHI  
Contact Person: Jacob Jankow  
Title:  
Address: 290 Davidson Ave,  
Somerset NJ, 08873  
Email: Jacob\_Jankjaw@shi.com  
Phone: 732-537-7225
4. Brief description of purpose of the contract and County's contracted duties:  
The purchase of Autodesk Architecture, Engineering & Construction Collection – single user new subscription from SHI, a NASPO Washington State Contract vendor in the amount of \$3,200.06 (tax included).
5. Term of Contract: From: July 27, 2021 To: July 27, 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) Master Contract Usage Agreement between Washington State and Skamania County Number K5312 – Washington State Contract #06016 which lists SHI International Corp as an Authorized Vendor  
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: \$0.00  
Amount Not Budgeted in Current Year: \$3,200.06 Source: County Road  
Total Non-County Funds Committed: \$0.00 Source: NA  
TOTAL FUNDS COMMITTED: \$3,200.06
8. County Contact Person: Name: Sadi Stouder-Pettenger  
Title: Assistant County Engineer
9. Department Approval:   
Department Head or Elected Official Signature
10. Special Comments:  
Email a signed copy to [sadi@co.skamania.wa.us](mailto:sadi@co.skamania.wa.us)

COMMISSIONER'S AGENDA ITEM COMMENTARY

<b><u>SUBMITTED BY</u></b>	Public Works Department	 Signature
<b><u>AGENDA DATE</u></b>	July 27, 2021	
<b><u>SUBJECT</u></b>	<u>Purchase of Autodesk Architecture, Engineering &amp; Construction Collection-single user license</u>	
<b><u>ACTION REQUESTED</u></b>	<u>Approve purchase of Autodesk Architecture, Engineering &amp; Construction Collection-single user license.</u>	

**SUMMARY/BACKGROUND**

Skamania County's Engineering Department has contacted SHI, a vendor that is on the NASPO Washington State Contract, to purchase a single user new subscription for Autodesk Architecture, Engineering & Construction Collection. This item authorizes the purchase of the software license for Civil 3D. This software license will provide the Engineering Department with Civil 3D to have the ability to create project plan sets, verify lot closers for short plats and subdivisions, and the ability to correct surveying points and etc.

**FISCAL IMPACT**

The purchase of Autodesk Architecture, Engineering & Construction Collection – single user new subscription from SHI, a NASPO Washington State Contract vendor, in the amount of \$3,200.06 (tax included).

**RECOMMENDATION**

The Engineering Department recommends the Board of Commissioners, by motion action and signature, authorize the purchase of Autodesk Architecture, Engineering & Construction Collection – single user new subscription to continue progress on a multitude of projects and engineering tasks.

**LIST ATTACHMENTS**

Master Contract Usage Agreement  
Contract Summary Listing SHI  
Quote from SHI

Agreement Number: **K5312**  
DES Use Only

**MASTER CONTRACT USAGE AGREEMENT**

This Master Contract Usage Agreement (the "Agreement") is made pursuant to Chapter 39.34 of the Revised Code of Washington, and other applicable laws, by and between the state of Washington (the "State"), acting by and through the Department of Enterprise Services ("DES"), an agency of the State, and SKAMANIA COUNTY

*Organization Name*

a state agency, local, federal agency or entity, or public benefit nonprofit corporation, or any tribe located in the State ("Buyer").

1. **Purpose:** The purpose of the Agreement is to establish the terms and conditions for when Buyer purchases or acquires goods and services for its direct use under contracts entered into by DES that permit such use ("Master Contracts").
2. **Duration:** This Agreement will become effective on date of execution, and will continue in full force and effect until 30 days following receipt of written notice from either party cancelling this Agreement.
3. **Agreement Contact Information:** Contact person to whom contract documents and related communications are to be e-mailed.

Organization Name: <b>SKAMANIA COUNTY</b>		
Tax Identification Number: <b>91-600363</b>		
Unified Business Identifier: <i>Required for Non-Profit:</i>		
Contact Name: <b>RICK HOLLATZ</b>		
Title: <b>GIS COORDINATOR</b>		
Address: <b>240 NW VANCOUVER AVE.</b> (MAILING): <b>PO BOX 790</b>		
City: <b>STEVENSON</b>	State: <b>WA</b>	Zip: <b>98648</b>
Phone Number: <b>(509) 427-3725</b>		
Email Address: <b>rhollatz@co.skamania.wa.us</b>		

4. **Cancellation of Agreement:** This agreement can be terminated by either party upon 30 days written notice provided to DES at:  
**Email to: mcua@des.wa.gov** or **Mail to: WA Dept. of Enterprise Services**  
**Attn: Contracts Resource Center**  
**P.O. Box 41411**  
**Olympia, WA 98504-1411**
5. **Financial Responsibility:** Buyer will deal directly with Master Contract contractor, supplier, or service supplier ("Contractor") for any purchases Buyer makes pursuant to this Agreement and under a Master Contract. DES does not accept any responsibility, financial or otherwise, for any purchase Buyer makes under a Master Contract.

**Slack@co.skamania.wa.us**

6. Compliance with Other Laws: Each of the parties will comply with all applicable federal, state, and local laws and regulations governing its own purchases.
7. Master Contract Audits: Buyer agrees to cooperate with DES, Office of the State Auditor, federal officials, or any third party authorized by law, rule, regulation or contract, in any audit conducted by such party related to any Master Contract(s) that Buyer has made purchases from pursuant to this Agreement, including providing records related to any purchase from a Master Contract. In addition, Buyer agrees to provide, upon request from DES, documentation to confirm its eligibility to use Master Contracts.
8. Dispute Resolution: If there are any disputes between Buyer and a Contractor, Buyer agrees to (a) provide DES written notice of the nature of the dispute; and (b) unless otherwise provided in the Master Contract or as set forth below, work in good faith with the Contractor to resolve the dispute without the involvement of DES. DES may, upon request, review and assist in the resolution of a dispute, and if DES chooses to do so, the Buyer will cooperate with DES in that resolution process.  
  

In its sole discretion, DES may, but is not obligated to, upon written notice to Buyer, resolve disputes with a Contractor on behalf of Buyer and all other state, local, and federal agencies, local governments, and public benefit nonprofit corporations with similar or related disputes with such Contractor.
9. No Separate Entity: No separate legal or administrative entity is intended to be created by, or for the administration of, this Agreement.
10. Hold Harmless: Each party agrees to defend, indemnify, and hold the other party harmless from any claim arising from such party's sole negligent, reckless, or willful misconduct.
11. Entire Agreement: This Agreement sets forth the entire agreement between the parties, and supersedes any other prior written agreements between the parties, with respect to the subject matter hereof.

IN WITNESS WHEREOF the parties having read this Agreement, agree to it in each and every particular, and have executed it below.

**APPROVED**

**WASHINGTON STATE DEPARTMENT  
OF ENTERPRISE SERVICES**

Name: <i>Smiley Beach</i>	Organization Name: SKAMANIA COUNTY
Assistant Director Signature: <i>Smiley Beach</i>	Signature: <i>[Signature]</i> , Chairman
Name/Title: <i>5/18/18</i>	Name/Title: <i>5-8-2018</i>
Date:	Date:

RECEIVED AS TO FORM:  
*[Signature]*  
Skamania County Prosecutor

# Contract Summary

## NASPO ValuePoint Software Resellers

Contract #: 06016

Contract Type: COOPERATIVE

- Department of Enterprise Services through participation with NASPO ValuePoint has established master contracts to purchase commercial off-the-shelf (COTS) software licenses, basic installation, training, and maintenance.
- These contracts do not include software that requires design and configuration.

### Ordering Steps for Software Reseller Contract:

1. View the [Contract & Ordering Information](#) to learn more about included products and to get software resellers' contact information.
2. DES recommends checking pricing with all three contracted resellers and purchasing from the reseller you find to be the best choice.
3. Submit purchase orders directly to the software resellers.
4. Reference Washington State Master Contract No. 06016 on the purchase order.
5. [FAQ](#)

**NASPO ValuePoint Disclaimer:** This contract is operated in partnership with NASPO ValuePoint, they are approved by the State of Washington to host contract information and documents and some links will redirect to their webpage(s). For more information on the NASPO-State of Washington relationship contact the contract manager.

Effective Date: 11-01-2016

Est. Annual Worth: \$0

Current Term Ends On: 01-07-2022

Final Term Ends On: 01-07-2022

Commodity Code(s):

Diversity: 0% WBE 0% MBE

# of Bids Received:

**Contact Info:** Mike Dombrowsky ☎ (360) 407-8717  
✉ [mike.dombrowsky@des.wa.gov](mailto:mike.dombrowsky@des.wa.gov)

**Secondary Contact Info:** Neva Peckham ☎ (360) 407-9411

✉ [neva.peckham@des.wa.gov](mailto:neva.peckham@des.wa.gov)

### Who Can Use This Contract?

- [Organizations with Master Contract Usage Agreements](#)
- [MCUA Customer Communication Profile](#)

- Original Solicitation Documents
- Amendments
- Contract Documents
- Ordering Information

*This Contract has no Historical Documents*

- FAQ

### Showing 1 to 4 of 4 Vendors

All  Vendors Per Page.

Search Vendors:



Vendor	Vendor #	Authorized Fulfillment Partners	OMWBE	Veteran	Small Business	Considerations / Preferences
INSIGHT PUBLIC SECTOR, INC.	W161					
EN POINTE TECHNOLOGIES SALES LLC	W4387					
CDW GOVERNMENT LLC	w5847					
SHI INTERNATIONAL CORP	W9089					

M = OMWBE Certified Minority Owned | W = OMWBE Certified Women Owned | MW = OMWBE Certified Minority Women Owned

- = Veteran Owned
- = Small Business
- = [Contract w/ Green Recycled Content](#)
- = [\\*Preference Executive Order 18-03](#)
- = [\\*Preference Electronic Products Purchasing](#)
- = [\\*Preference Hydrofluorocarbons Products Purchasing](#)
- = [\\*Preference Nonmercury-Added Products Purchasing](#)
- = [\\*Preference Polychlorinated Biphenyls \(PCBs\) Purchasing](#)
- \* = Newly Added Icon.

Didn't find what you were looking for?



Pricing Proposal  
Quotation #: 20756355  
Created On: 7/19/2021  
Valid Until: 7/31/2021

**County of Skamania Public Works**

**Inside Account Executive**

**Tony Hegewald**  
170 NW Vancouver Avenue  
Stevenson, WA 98648  
United States  
Phone: 509.427.3912  
Fax:  
Email: tony@co.skamania.wa.us

**Jacob Jankow**  
290 Davidson Ave,  
Somerset, NJ 08873  
Phone: 732-537-7225  
Fax: 732-652-3099  
Email: Jacob\_Jankow@SHI.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Autodesk Architecture, Engineering & Construction Collection - New Subscription (annual) - 1 seat - GOV - ELD - Single-user - Win Autodesk - Part#: 02HI1-WW2144-L473 Contract Name: NASPO Software VAR Contract #: ADSPO16-130651 Subcontract #: 06016	1	\$2,971.27	\$2,971.27

\*Tax \$228.79  
Total \$3,200.06

\*Tax is estimated. Invoice will include the full and final tax due.

**Additional Comments**

Please Note: Autodesk has a zero returns policy for subscriptions that have already been activated.

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.


Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

By executing a an order against this quote customer agrees that they will review and agree to the manufacturers terms of use. Any discrepancies between manufacturer licensing agreement and customer terms must still be agreed to or negotiated independently and directly with manufacturer.

*The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.*



**COMMISSIONER'S AGENDA ITEM COMMENTARY**

<b><u>SUBMITTED BY</u></b>	<u>Community Development</u> Department	 Signature
<b><u>AGENDA DATE</u></b>	<u>July 27, 2021</u>	
<b><u>SUBJECT</u></b>	<u>Interlocal Agreement with the City of Bingen to provide Planning services</u>	
<b><u>ACTION REQUESTED</u></b>	<u>Approve Interlocal Agreement with the City of Bingen</u>	

**SUMMARY/BACKGROUND**

The Skamania County Community Development Department, Planning Division desires to contract with the City of Bingen, to provide the City of Bingen with on-call land use planning services. Please see the Interlocal Agreement for a specific list of services and compensation requirements.

**FISCAL IMPACT**

The agreement would provide additional revenue, the amount of which depends on hours worked.

**RECOMMENDATION**

Skamania County Community Development recommends that the Board of County Commissioners approve the attached Interlocal Agreement with the City of Bingen.

**LIST ATTACHMENTS**

Contract Facesheet

Interlocal Agreement between the City of Bingen and Skamania County

COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS

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

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

3. Contractor Information: Contractor: City of Bingen  
Contact Person: Betty Barnes  
Title: Mayor of the City of Bingen  
Address: PO Box 607  
Address: Bingen, WA 98605  
Phone: 509-493-2122

4. Brief description of purpose of the contract and County’s contracted duties:  
Skamania County will provide the City of Bingen with on-call land use planning services

5. Term of Contract: From: July 27, 2021 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. Amount Budgeted in Current Year: \$  
Amount Not Budgeted in Current Year: \$ Source: \_\_\_\_\_  
Total Non-County Funds Committed: \$ Source: \_\_\_\_\_  
Total County Funds Committed: \$  
TOTAL FUNDS COMMITTED: \$

8. County Contact Person: Name: Alan Peters  
Title: Assistant Planning Director

9. Department Approval:   
Department Head or Elected Official Signature

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

\_\_\_\_\_

**INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF BINGEN AND SKAMANIA COUNTY  
FOR LAND USE PLANNING SERVICES**

This agreement is entered into this \_\_\_\_ day of July 2021 under the Interlocal Cooperation Act (Chapter 39.34, RCW), between the City of Bingen (hereinafter referred to as "Bingen"), a political subdivision of the State of Washington and Skamania County, a political subdivision of the State of Washington, pursuant to which Skamania County agrees to provide on-call land use planning services to Bingen.

For and in consideration of the terms and conditions set forth below, the parties agree as follows:

**1. SCOPE OF SERVICES**

- a. Skamania County agrees to provide Bingen with current and/or long-range land use planning services. Such services shall include administration of the Comprehensive Plan, Zoning Code, Shoreline Master Program, Subdivision and Short Plat Code, State Environmental Policy Act (SEPA), and other local codes and ordinances related to land use. Such services shall be provided on an on-call basis and will generally be performed remotely from the Skamania County Courthouse Annex in Stevenson, WA.
- b. Current planning activities include analyzing, reviewing, and processing projects and applications for compliance with applicable ordinances, plans, and policies. Skamania County will prepare staff reports, conditions of approval, and attend public hearings and community meetings, as necessary. Such activities may also include meeting with developers, property owners, and other individuals to advise and explain processes.
- c. Long-range planning activities may include assistance with Comprehensive Plan and code amendments, as necessary and agreed upon by both parties. Skamania County reserves the right to decline any long-range planning projects which exceed the capacity or availability of Skamania County's planning staff.
- d. The parties acknowledge and agree that Skamania County's primary responsibility is to the citizens of Skamania County. Accordingly, it is mutually understood by the parties that Skamania County's services hereunder are subject to the availability of Skamania County's personnel and resources.

**2. COMPENSATION**

- a. Bingen shall pay Skamania County a flat rate of \$65.00 per hour. This rate will cover all expenses while performing the scope of work and administrative duties outlined in Section 1. The rate includes travel time, phone calls, meetings, administrative duties and wages and benefits for all services performed under this agreement.

- b. Bingen shall be responsible for actual costs associated with any printing, mailing, or publishing of public notices and/or permit decisions.
- c. Bingen shall also pay for vehicle use at the mileage rate established by the Internal Revenue Service for any travel from the Courthouse Annex in Stevenson to sites within Bingen.
- d. Payment shall be made for services performed hereunder within thirty (30) days of the end of the month of service upon presentation by Skamania County of a proper invoice to Bingen.

### **3. STATUS OF THE PARTIES**

- a. Both parties understand and agree that Skamania County is acting hereunder as an independent contractor, with the intended result that control of Skamania County personnel, discipline, and all other aspects of employee management shall be governed entirely by Skamania County.
- b. While providing these services, the Skamania County Assistant Planning Director shall be under the direction and supervision of the Mayor of Bingen and shall report to the mayor or his/her designee.

### **4. INDEMNIFICATION**

- a. Bingen agrees to indemnify, hold harmless, and defend Skamania County, its agents and employees, from an against any and all claims, losses, or actions for any sort, including reasonable attorney's fee and costs, that are caused by, occasioned by, or arise from any negligent act, error or omissions of the Skamania County staff while Skamania County staff is performing services for Bingen.
- b. Skamania County agrees to indemnify, hold harmless, and defend Bingen, its agents and employees, from an against any and all claims, losses, or actions for any sort, including reasonable attorney's fee and costs, that are caused by, occasioned by, or arise from any negligent act, error or omissions of the Skamania County staff while Skamania County staff is performing services for Skamania County.
- c. Both parties further agree, and have specifically negotiated, to waive their immunity under the State Industrial Insurance Act (RCW Title 51) to indemnify and hold each other harmless from any claims made against their respective employees, agents, contractor, subcontractors, or other representatives.
- d. Each party shall maintain appropriate liability insurance or self-insured coverage to cover potential liabilities arising from this Agreement. Said insurance or coverage shall have limits of at least \$1,000,000 per occurrence and \$1,000,000 per occurrence/aggregate for property damage.

### **5. AGREEMENT MODIFICATIONS**

- a. Either party may request modification of this Agreement at any time. Each modification shall be expressed in writing, signed by both parties, and filed with the original Agreement.

**6. PERIOD OF AGREEMENT**

- a. The period of this Agreement shall begin upon its execution by both parties and shall continue until December 31, 2021.

**7. TERMINATION FOR PUBLIC CONVENIENCE**

- a. Either party may terminate this Agreement in whole or in part whenever either party determines, in their respective discretion, that such termination is in the interests of the respective party. Whenever the Agreement is terminated in accordance with this paragraph, Skamania County shall be entitled to payment for actual work performed at the date of termination. Notice of termination shall be given in writing at least sixty (60) days prior to the effective termination date. Any investigations not completed on the date of termination shall be completed and Skamania County shall be compensated for such services according to the terms of this Agreement.

In Witness Whereof, the parties hereto have hereunto set their hands and seals the day and year first above written.

CITY OF BINGEN

SKAMANIA COUNTY

Dated: \_\_\_\_\_, 2021.

Dated: \_\_\_\_\_, 2021.

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Chairman

Attest:  
  
\_\_\_\_\_

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Clerk of the City of Bingen

\_\_\_\_\_  
Commissioner

Attest:  
  
\_\_\_\_\_  
Clerk of the Board

APPROVED AS TO FORM ONLY:

APPROVED AS TO FORM ONLY:

\_\_\_\_\_  
Skamania County Prosecutor

\_\_\_\_\_  
Attorney for the City of Bingen

Dated: \_\_\_\_\_, 2021.

Dated: \_\_\_\_\_, 2021.

RCW 42.30.110(1)(g) Performance of a public Employee

OPMA – EXECUTIVE SESSIONS

CHECKLIST

For Local Government Success



The Open Public Meetings Act (OPMA) requires specific steps be taken in order to hold an executive session. Use this checklist to guide your agency's compliance with the OPMA related to executive sessions.\*


	Requirement	Completed
Meeting	An executive session can only be held as part of a regular or special meeting.	<input checked="" type="checkbox"/>
Purpose	The presiding officer announces in open session the purpose of the executive session.	<input checked="" type="checkbox"/>
End Time	The presiding officer announces in open session the time the executive session will end.	<input checked="" type="checkbox"/>
Legal Counsel	Legal counsel is present during the executive session, if required.	<input checked="" type="checkbox"/>
Confidentiality	At the start of the executive session, participants are reminded that discussions are confidential.	<input checked="" type="checkbox"/>
Topics	Local governments can discuss the following topics set forth in RCW 42.30.110(1) in executive session:	
	• Matters affecting national security. RCW 42.30.110(1)(a)(i).	<input type="checkbox"/>
	• Infrastructure and security of agency computer and telecommunications network. RCW 42.30.110(a)(ii). See back of page. Note: Requires presence of legal counsel.	<input type="checkbox"/>
	• Real estate sale, purchase, or lease if a likelihood that disclosure would increase price. RCW 42.30.110(1)(b), (c). If agency is seller/lessor, only minimum price may be discussed & factors influencing price must be discussed in public session. <i>Columbia Riverkeeper v. Part of Vancouver.</i>	<input type="checkbox"/>
	• Consideration of the minimum offering price for sale or lease of real estate if there's a likelihood that disclosure would decrease the price. RCW 42.30.110(1)(c). See back of page. Note: Final action selling or leasing public property must be taken in open session.	<input type="checkbox"/>
	• Negotiations on the performance of a publicly bid contract. RCW 42.30.110(1)(d). See back of page.	<input type="checkbox"/>
	• Complaints or charges brought against a public officer or employee. RCW 42.30.110(1)(f). Note: At accused's request, discussion must be in open session.	<input type="checkbox"/>
	• Qualifications of an applicant for public employment. RCW 42.30.110(1)(g). See back of page.	<input type="checkbox"/>
	• Performance of a public employee. RCW 42.30.110(1)(g). See back of page.	<input checked="" type="checkbox"/>
	• Qualifications of an applicant/candidate for appointment to elective office. RCW 42.30.110(1)(h). See back of page.	<input type="checkbox"/>
	• Agency enforcement actions. RCW 42.30.110(1)(i). See back of page. Note: Requires presence of legal counsel.	<input type="checkbox"/>
• Current or potential litigation. RCW 42.30.110(1)(j). See back of page. Note: Requires presence of legal counsel.	<input type="checkbox"/>	
• Legal risks of current or proposed action. RCW 42.30.110(1)(i). See back of page. Note: Requires presence of legal counsel.	<input type="checkbox"/>	
Extended End Time	If the executive session is not completed by the originally announced end time, the presiding officer announces the extended end time in open session before returning to executive session.	<input type="checkbox"/>
Resumption	Open session is not resumed until after the announced end time.	<input type="checkbox"/>

Meeting Date 7/27/21  
Attendees \_\_\_\_\_

Form Completed By TW Lanner  
Chair

\*DISCLAIMER: This checklist is meant to provide summary information on executive sessions; the checklist is not intended to be regarded as specific legal advice. Consult with your agency's attorney about this topic as well.  
December 2018

COMMISSIONER'S AGENDA ITEM COMMENTARY

<b><u>SUBMITTED BY</u></b>	PROSECUTOR'S OFFICE Department	 Signature
<b><u>AGENDA DATE</u></b>	July 27th, 2021	
<b><u>SUBJECT</u></b>	Yarden Weidenfeld hours increased from 60% to 80%	
<b><u>ACTION REQUESTED</u></b>	APPROVAL BY BOCC	

**SUMMARY/BACKGROUND**

Skamania county prosecutor requests to temporarily increase Deputy Prosecutor Yarden Weidenfeld from 60% to 80% beginning July 16, 2021, through December 31<sup>st</sup>, 2021 in order to help deal with backlogs associated with COVID19 pandemic.

**FISCAL IMPACT**

Increase 2021 budget by no more than \$15,000 and costs should be able to be paid for using ARPA funds.

**RECOMMENDATION**

Approval.

**LIST ATTACHMENTS**

APPROVED:

ATTEST:

\_\_\_\_\_  
Richard Mahar, Chair

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Debbie Slack, Clerk of the Board

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Tom Lannen, Commissioner

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Bob Hamlin, Commissioner