

SKAMANIA COUNTY BOARD OF COMMISSIONERS

240 NW Vancouver Ave.

Stevenson, WA 98648

Agenda for August 24, 2021

Commissioner Meetings are open to public attendance with limited available seating to ensure physical distancing. Meeting attendees must wear a proper face covering regardless of vaccination status 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. Email comments to: slack@co.skamania.wa.us When a holiday falls on Monday, the regular meeting is held on Wednesday of that week.

Tuesday, August 24, 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. Authorization to purchase and proposal with Trane Building Services for HVAC upgrades at Hegewald Center
2. Acknowledge notification from Public Works of mid-term rental agreement for Advanced American Construction, Inc. for a term of 6 months.
3. Contract Amendment #1 with Washington State University Extension to include additional intergovernmental professional services funds to the 2021 contract
4. Interagency agreement with Washington State Department of Agriculture to control Garlic Mustard in Skamania County
5. Contract with Teshell Daney for cleaning services at Wind River Business Park
6. Contract renewal with Washington State Department of Ecology for Solid Waste Enforcement Grant

Voucher Approval

WSU Extension report by Hannah Brause, Extension Director

Meeting Updates (May continue updates later in meeting if more time is needed)

10:00 AM Department Head Reports

11:00 AM Workshop with Financial Management Group, Elected Officials and Department Heads to discuss County finances

Adjourn

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

COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS

1. Contract Number

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

3. Contractor Information: Contractor: Portland Trane Office
Contact Person: Abby Berthold
Title: Account Manager – Service, Trane U.S Inc.
Address: 7257 SW Kable Lane, STE 300.
Address: Portland OR 97224
Phone: 971-203-4175

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

~~On-Call Surveying Services~~ *HVAC - Hegewald Center*

5. Term of Contract: From: January August 24, 2021 To: In effect until terminated by either party per contract

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)
Purchasing from a Master Purchasing Contract with the Government Purchasing Alliance – Contract #USC 15-JLP-023

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 FY 2021 Year:	\$47,052	Approved in Budget Supplemental #2
Amount Not Budgeted in Current Year:	\$	
Total Non-County Funds Committed:	\$	
Total County Funds Committed:	\$47,052	
TOTAL FUNDS COMMITTED:	\$47,052	

8. County Contact Person: Name: Tim Elsea, P.E.
Title: ~~Public Works~~ Director

9. Department Approval: *[Signature]*
Department Head or Elected Official Signature

10. Special Comments: _____

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	Public Works Department	 Signature
<u>AGENDA DATE</u>	August 24, 2021	
<u>SUBJECT</u>	Proposed Contract for HVAC Upgrades at Hegewald	
<u>ACTION REQUESTED</u>	Authorize Chair to sign contract	

SUMMARY/BACKGROUND

The existing Trane Building Automation System (BAS) was originally developed over 20 years ago and the product has been significantly modified with new generations of controllers since its original production. Upgrading to the- newest generation of the Trane building automation system platform will increase functionality, ease of use and energy efficiency for the HVAC system at the Hegewald Center

FISCAL IMPACT

\$47,052

RECOMMENDATION

Authorize Chair to sign contract.

LIST ATTACHMENTS

Contract Face Sheet
Authorization to Purchase
Contract (2 originals)



AUTHORIZATION TO PURCHASE

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

SKAMANIA COUNTY

DATE OF REQUEST: 24-Aug-21

ITEM REQUESTED FOR PURCHASE: HVAC Hegewald Center Controls Upgrade

PURPOSE OF ITEM TO BE PURCHASED: The current control system has reached the end of its useful life.
The new control system will increase the life of the system and provide for remote access to the HVAC
System.

PROPOSED VENDOR: Trane

APPROXIMATE AMOUNT OF PURCHASE: \$43,688 + tax = \$47,052

REQUESTED BY: _____

SUPERVISOR APPROVAL: 

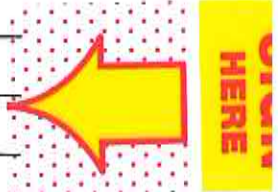
BUDGET OKAY: _____

SUPPLEMENTAL BUDGET YES NO

SOURCE OF FUNDING: Commissioner's Building Reserve Fund

DEPARTMENT HEAD APPROVAL: _____

COMMISSIONER APPROVAL (2 Signatures required)





Prepared For:
Tim Elsea @ Skamania County

Date:
July 13th, 2021

Job Name:
Skamania County Hegawald Center - Controls Upgrade

Proposal Number:
RW21-2932804

Cooperative Quote Number:
14-686130-21-002

Co-op Contract Number:
USC 15-JLP-023

Payment Terms:
Net 30

Proposal Expiration Date:
30 Days

This proposal follows a recommendation to update the existing Trane Tracer Summit BCU at Hegawald Center to the Trane Tracer SC+ Building Automation System. Trane is pleased to offer an upgrade pathway for the Tracer Summit building automation system (BAS) that takes advantage of the existing investment in the building automation system, while bringing the building forward a generation in capability.

The existing BAS was originally developed 20+ years ago, and the product has been significantly modified with new generations of controllers since its original production. Trane recommends bringing the main building controller forward to the newest generation of the Trane building automation system platform, the Trane Tracer SC+. This will increase functionality and ease of use of the system. The Tracer Summit PC workstation and software will no longer be required, as the Tracer SC+ plus can be accessed as a webpage, giving the user remote accessibility to the system.

The upgrade pathway for the Tracer Summit BAS would follow the recommended path which utilizes the existing Trane communication wiring network for backwards compatibility with a refresh of the current sequence of operations and existing programs. The Tracer SC+ controller is compatible with the equipment controllers that are currently connected to the Summit BCU, so little to no unitary controllers require replacement.

In addition, with an upgrade comes a re-look and evaluation of the controls system setup and functionality. This, along with updated software and advanced controller programming, leads to energy savings that the local utilities commonly incentivize for. This is an investment into the buildings HVAC efficiency and reliability for years to come.

Thank you for the Opportunity.



Controls Scope of Work

Trane is pleased to provide the enclosed proposal for your review and approval. Scope based on the existing control drawings, a Summit system backup, as well as conversations with the county. This project is priced through Omnia Partners cooperative purchasing program. Pricing assumes project to complete in 2021, repricing for beyond that will be required.

Controls Systems and Equipment Included

- Provide and install (1) Trane Tracer SC Building Control Panel with internal web server
- Provide and install (2) Trane Tracer Programmable Controller to replace MP581 & MP503's

Existing Equipment Controlled as part of this Proposal

- 1 - Trane Voyager Unit
- 1 - CW/HW System and associated pumps
- 17 - Trane DDC-VAV terminal units w/ HW Reheat
- 3 - Exhaust Fans (REF 1-3)

Controls System Services Included

- Project Management to complete the scope described by this proposal
- Engineered Control Submittals and As-Built Drawings
- Control System Programming
- Control Systems Graphics
- Owner Control System Operational Training
- 1st Year Intelligent Services – Post Energy Project Commissioning
 - (1) Annual report on building/system performance
 - (2) Remote inspection 1-page reports
- 1st Year Parts & Labor Limited Warranty

Controls Installation Services Included

- **See Responsibility Matrix below**
- Installation per TraneOregon standards, utilizing only Trane approved comm and sensor wire
- Control Panel(s) and Low Voltage Wiring installation
- Control electrical installation including device mounting & wiring
- Electrical installation of low voltage wiring (and required conduit) is provided for controls for systems listed in this proposal. Open-run Plenum-rated cable (no conduit) will be installed in concealed and accessible areas (above ceilings etc.). All required conduit shall be EMT (No Rigid).



Pricing and Acceptance

Portland Trane Office
7257 Sw Kable Lane
Ste 300
Portland, OR 97224 USA

Skamania County - Hegawald Center
710 SW Rock Creek Dr
Stevenson, WA 98648

Price

Total Net Price for Controls System Services as described above.....**\$39,700**

ADD Price – (11) Connected Thermostats

- Prescriptive Incentives provided for connected thermostats
- Price excludes installation
- (4) hours of checkout assistance by controls technician provided

Total ADD Price for (11) Connected Thermostats as described above.....**\$3,988**

Financial items not included

- Applicable sales tax or use tax is excluded
- Permits
- Bid Bond
- Payment and Performance Bond
- Liquidated or Consequential Damages
- Demurrage or Storage Charges
- Participation in OCIP or CCIP Insurance Programs

Respectfully submitted,

Rosie Welch
Account Manager – Controls
Trane U.S. Inc.
(503) 310-7469

Abby Bertholf
Account Manager - Service
Trane U.S. Inc.
(971) 203-4175



ACCEPTANCE

This proposal is subject to Customer's acceptance of the attached Trane Terms and Conditions (Installation).

We value the confidence you have placed in Trane and look forward to working with you.

COVID-19 NATIONAL EMERGENCY CLAUSE

The parties agree that they are entering into this Agreement while the nation is in the midst of a national emergency due to the Covid-19 pandemic ("Covid-19 Pandemic"). With the continued existence of Covid-19 Pandemic and the evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 Pandemic on Trane's performance under this Agreement. Consequently, the parties agree as follows:

1. Each party shall use commercially reasonable efforts to perform its obligations under the Agreement and to meet the schedule and completion dates, subject to provisions below;
2. Each party will abide by any federal, state or local orders, directives, or advisories regarding the Covid-19 Pandemic with respect to its performance of its obligations under this Agreement and each shall have the sole discretion in determining the appropriate and responsible actions such party shall undertake to so abide or to safeguard its employees, subcontractors, agents and suppliers;
3. Each party shall use commercially reasonable efforts to keep the other party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves; and
4. If Trane's performance is delayed or suspended as a result of the Covid-19 Pandemic, Trane shall be entitled to an equitable adjustment to the project schedule and/or the contract price.

Submitted By: Rosie Welch & Abby Bertholf	Office: (503) 620-8031 Proposal Date: July 13, 2021
CUSTOMER ACCEPTANCE	
Authorized Representative	
Printed Name	Authorized Representative
Title	Printed Name
Purchase Order	Title
Acceptance Date:	Signature Date
	License Number:



TERMS AND CONDITIONS – COMMERCIAL INSTALLATION

"Company" shall mean Trane U.S. Inc..

- 1. Acceptance; Agreement.** These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the commercial goods and/or services described (the "Work"). **COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counter-offer will be deemed accepted. Customer's acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Work rendered by Company to the date of cancellation.
- 2. Connected Services.** In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.
- 3. Pricing and Taxes.** Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer's tax exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Following acceptance without addition of any other terms and condition of sale or any other modification by Customer, the prices stated are firm provided that notification of release for immediate production and shipment is received at the factory not later than 3 months from order receipt. If such release is received later than 3 months from order receipt date, prices will be increased a straight 1% (not compounded) for each one-month period (or part thereof) beyond the 3 month firm price period up to the date of receipt of such release. If such release is not received within 6 months after date of order receipt, the prices are subject to renegotiation, or at Company's option, the order will be cancelled. Any delay in shipment caused by Customer's actions will subject prices to increase equal to the percentage increase in list prices during that period of delay and Company may charge Customer with incurred storage fees.
- 4. Exclusions from Work.** Company's obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.
- 5. Performance.** Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer's expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.
- 6. Payment.** Customer shall pay Company's invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.
- 7. Time for Completion.** Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so.
- 8. Access.** Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site' owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company's access to correct any emergency condition shall not be restricted. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer's building automation system (BAS) and/or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer's request.
- 9. Completion.** Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company's representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer's failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.
- 10. Permits and Governmental Fees.** Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent



changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.

11. Utilities During Construction. Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.

12. Concealed or Unknown Conditions. In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

13. Pre-Existing Conditions. Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

14. Asbestos and Hazardous Materials. Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

15. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

16. Customer's Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead).

17. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

18. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

19. COVID-19 LIMITATION ON LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. IN NO EVENT WILL TRANE BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH) OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO COVID-19 (INCLUDING THE SPREAD, TRANSMISSION OR CONTAMINATION THEREOF) (COLLECTIVELY, "COVID-19 LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES TRANE FROM ANY SUCH COVID-19 LIABILITIES.

20. Patent Indemnity. Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.



21. Limited Warranty. Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. **Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up.** Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Trane; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, IS MADE REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL TRANE HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.**

22. Insurance. Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

23. Commencement of Statutory Limitation Period. Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

24. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

25. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

26. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions in effect as of the date of this subcontract: 52.203-19; 52.204-21; 52.204-23; 52.219-8; 52.222-21; 52.222-26; 52.222-35; 52.222-36; 52.222-50; 52.225-26; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract.

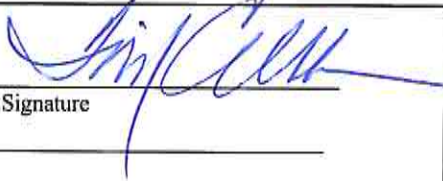


Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

27. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.251-10(0720)
Supersedes 1-26.251-10(0620)

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	Public Works Department	
<u>AGENDA DATE</u>	August 24, 2021	Signature
<u>SUBJECT</u>	<u>Notifying Board of County Commissioners of Mid-Term Rental agreement</u>	
<u>ACTION REQUESTED</u>	None	

SUMMARY/BACKGROUND

In accordance with Skamania County Code 2.56(D) Policy for Mid-Term Rental, Public Works is notifying the Board of County commissioners of rental agreements that have been executed by the Public Works Department for a term of more than one month but less than 6 months.

FISCAL IMPACT

The following agreements have been executed by the public Works Department which are for a term of 6 months:

Advanced American Construction Inc.
Term: July 1, 2021 – December 31, 2021

RECOMMENDATION

No Action Recommended

LIST ATTACHMENTS

Advanced American Construction Inc. Lease Agreement

**Advanced American Construction
LEASE AGREEMENT**

This agreement is entered into June 8, 2021 by and between, **Skamania County**, a political subdivision of the State of Washington, herein referred to as "Lessor," and **Advanced American Construction, Inc.** herein referred to as "Lessee."

Recitals

1. Lessor is the owner of the real property, known as the Drano Lake Boat Launch, in Cook, Washington. The property referred to in this contract is in the northwest corner of the Drano Boat Launch facility in Parcel #03093500020100, as shown on the map attached hereto as Exhibit "A," hereinafter referred to as the "Subject Property."
2. Lessee desires to lease the Subject Property for the purposes of staging area and office space with Lessee is constructing a bridge for Burlington Northern Santa Fe Railway.
3. The Lease shall be on a monthly basis.
4. The base lease rate shall be \$1,200 per month plus Leasehold tax at 12.84% of the base lease rate.
5. For the foregoing reasons, the parties desire to enter into a lease agreement defining their respective rights, duties, and liabilities with respect to the Subject Property.

In consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION ONE

Subject and Purpose

1. Lessor leases the Subject Property to Lessee for Lessee's use for the purpose of placing two office trailers and utilizing 4 spaces as a staging area for the term of this lease, the breach of which shall result in a reversion to Lessor of all right, title and interest in and to the Subject Property.
2. If the Lessee's use of the Subject Property is at any time prohibited by law or governmental regulation this lease shall immediately terminate, with reasonable notice of such having been made to Lessee, and Lessee being permitted to cure such use prohibition.
3. In connection with its use of the Subject Property, Lessee shall at all times:



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- a. Conform to all applicable laws and regulations affecting the Subject Property and its use, and correct at Lessee's own expense, any failure of compliance created through Lessee's fault or by reason of Lessee's use. Lessee shall not otherwise be required to make expenditures to comply with any laws and regulations, unless such changes are required because of Lessee's specific use.
- b. Refrain from any activity that would make it impossible to insure the Subject Property against casualty or which would increase the insurance rate, unless Lessee pays the additional cost of the insurance. Lessee reserves such right to review and approve any levy of additional insurance premium cost.
- c. Refrain from any use that would be offensive to other tenants, or owners, or users of neighboring spaces within or without the Subject Property, or that would tend to create a nuisance.
- d. Refrain from making any marks on or attaching any sign, insignia, antenna, aerial, or other device on the Subject Property without the prior written consent of Lessor.

SECTION TWO

Terms and Conditions

1. The term of this lease agreement is an Annual agreement and shall begin July 1, 2021 and shall end on December 31, 2021 provided that the lease may be extended by mutual agreement.
2. Base lease rate shall be \$1,200 per month plus leasehold tax (currently 12.84% of the base lease rate).
3. If Lessee shall have completely and timely fulfilled each and every term and condition hereof and is not in default, the lease may be extended on a month by month basis by mutual agreement.
 - a. The terms and conditions of the lease for the renewal term shall be identical with the original lease except for rent; PROVIDED, HOWEVER, the terms and conditions shall be further subject to changes in the laws and regulations pertaining to imposition and amount of the Leasehold Excise Tax and to other laws and regulations pertaining to the leasing of public property to private entities.
4. Lessee agrees to control noxious weeds on the Subject Property and otherwise maintain it in a clean, groomed and debris-free condition.



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5. Lessee agrees as part of use and occupancy of the Subject Property any chemicals used on the Subject Property must be approved in writing by the Lessor, prior to use.
6. The Lessee shall pay for all costs associated with the Subject Property as necessary for conducting Lessee's use for which the Subject Property is leased. Such costs shall include, but are not necessarily limited to, all necessary taxes, permits, approvals and inspections associated with any such work. Lessee shall comply with all local, state and federal codes and regulations for such use, and hold Lessor harmless.
7. Lessee is leasing the Subject Property "as is" and Lessor makes no representation or warranties except as to title as set forth herein. Without limiting the generality of the foregoing, Lessee acknowledges that Lessee has made his own independent investigation respecting the Subject Property and will be relying entirely thereon and on the advice of any consultant he may retain. Lessee may not rely upon any representation unless the representation is expressly set forth herein or in a subsequent document executed by Lessor. All representations, warranties, understandings and agreements between Lessee and Lessor are merged herein.

SECTION THREE

Late Fees and Interest

1. If Lessee shall fail to pay all or any part of an installment of rent within ten (10) days of the due date, Lessee may, in order to cure Lessee's default hereunder, pay to Lessor liquidated damages equal to five percent (5%) of the amount not timely paid. Acceptance of late payment and liquidated damages as set out herein shall not be deemed a waiver by Lessor of Lessee's obligation to pay rent on time, nor shall it be considered a waiver of Lessor's right to pursue other remedies provided herein or by law.
2. Any sums past due from Lessee to Lessor hereunder, including liquidated damages, shall bear interest at the rate of one percent (1%) per month.

SECTION FOUR

Taxes



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Lessee shall timely pay to the Lessor all Leasehold Excise Tax due to the State of Washington that may be imposed on, or arise, in connection with the use of the Premises, or any part thereof, during the lease term. The intention of the parties is the rent herein is net rental to Lessor, and Lessor shall receive the same free from all Leasehold Excise Tax and any other tax obligation.

SECTION FIVE **Security Deposit**

A Security Deposit in the amount of \$1200 (twelve hundred dollars) will be required and will be held until termination of the lease agreement. The rights of Lessor against Lessee for a breach of this Lease shall in no way be limited or restricted by this agreement, but Lessor shall have the absolute right to pursue any available remedy to protect its interest herein, as if this agreement had not been made. The security deposit shall be returned to Lessee within forty-five (45) days following the expiration of this Lease provided this lease shall have been fully performed by Lessee. In the event of a default by Lessee hereunder, Lessor, at its sole option, shall have the right to apply or any portion of the deposit to cure such default, in which event Lessee shall be obligated to promptly deposit with Lessor the amount necessary to restore the deposit to its full amount. Should the demised Premises be sold, Lessor may transfer or deliver the security deposit to the purchase of the interest, and Lessor shall then be discharged from any further liability to Lessee with respect to the security deposit.

SECTION SIX **Utilities**

Lessee is responsible for all utilities necessary for Lessee's operation.

SECTION SEVEN **Maintenance and Repairs**

1. Lessee shall use all reasonable precaution to prevent waste, damage or injury to the Subject Property. If Lessee fails to repair or abate any substandard or nuisance condition after written notice by Lessor, Lessor may do so and assess the cost of repair or abatement to Lessee.



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2. Upon expiration or early termination of this Lease, Lessee shall surrender the Subject Property to Lessor in good maintenance. All maintenance for which Lessee is responsible shall be completed by the date of surrender. Lessee shall remove all of Lessee's equipment, machinery, fixtures and other personal property that remain Lessee's property by the date of surrender.
3. Lessee shall ensure that property is returned to Lessor in the same or better condition as was found at the beginning of the Lease.

SECTION EIGHT

Insurance/Casualty to Subject Property

1. Any personal property shall be on the Subject Property at the sole risk of Lessee, and Lessee shall bear all costs associated with any liability insurance. Lessor shall have no liability or responsibility whatsoever with respect to the conduct and operation of the Lessee's use of the Subject Property. Lessor shall not be liable for any accident or injury to any person or property on or about the Subject Property that is caused by the Lessee's conduct or negligence on said Subject Property, but shall remain liable for the acts and omissions of its invitees, employees and agents. Lessee agrees to defend and hold Lessor harmless against any and all such claims:
 - a. Without limiting the foregoing, Lessee agrees to purchase public liability and property damage insurance with single limits of not less than \$2,000,000, which insurance shall protect the Lessor, and to **deposit evidence of same with Lessor**. The evidence of insurance deposited with Lessor shall name the Lessor as an additional insured. Lessor reserves the right to require reasonable increases in the insurance coverage mandated by this subparagraph. Lessee's insurance shall be primary and non-contributory.
 - b. Lessee shall indemnify and save Lessor harmless from and against any and all losses, costs (including attorney fees), damages, expenses, liabilities (including statutory liability), and claims for damages as a result of injury or death of any person or damage to any property that arise from or in any manner grow out of any act or neglect on or about the leased Subject Property by Lessee, Lessee's partners, agents, employees, customers, invitees, contractors or subcontractors or any other persons or property present on or about the Subject Property arising from Lessee's occupation of the Subject Property. All insurance provided by Lessee as required by this section shall insure performance by Lessee of the indemnity provisions hereof. Both Lessor and Lessee shall be named as insured, and the policy shall be primary insurance as far as Lessor is concerned. All insurance shall be written with responsible companies acceptable to Lessor and authorized to conduct business in the State of Washington. Lessee shall provide the names of all of Lessee's insurance carriers to Lessor and shall provide copies of all insurance policies to Lessor. All



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policies shall require written notice to Lessor of any cancellation or change affecting any interest of Lessor.

- c. Lessor shall indemnify and save Lessee harmless from and against any and all losses, costs, damages, expenses, liabilities and claims for damages as a result of injury or death of any person or damage to any property that arise from or in any manner grow out of any act or neglect by Lessor on Subject Property not leased by Lessee.
2. Lessee shall provide and keep in force other insurance in amounts that may from time to time be reasonably required by Lessor against other such insurable hazards as are commonly insured against for the type of use that Lessee will conduct. In the event fire or other casualty causes damage to the Subject Property, Lessor shall restore any damaged portion of the Subject Property as soon as practicable to substantially its condition immediately before the casualty.
3. Lessor and Lessee each waive rights each may have against the other on account of any loss or damage occasioned to Lessor or Lessee, as the case may be, their respective property, the Subject Property or its contents or to other portions of the Subject Property arising from any liability loss, damage or injury caused by fire or other casualty for which property insurance is carried or required to be carried pursuant to this lease. Each of the parties hereto, on behalf of their respective insurance companies insuring the property of either Lessor or Lessee against any such loss, to the extent of any recovery under such insurance, waives any right of subrogation that each may have against the other. Each waiver shall be expressly included in, and shall comply with the requirements, of the respective insurance policies. Should either or both of the respective insurance companies assess a charge for such waiver, each party shall pay only for the charge assessed by its respective insurer.

SECTION NINE

Unlawful or Dangerous Activity

Lessee shall neither use nor occupy the Subject Property, nor any part thereof, for any unlawful, disreputable or ultra-hazardous purpose, nor shall Lessee operate or conduct Lessee's business in a manner constituting a nuisance of any kind. Upon Lessee's discovery of any unlawful, disreputable or ultra-hazardous use, Lessee shall immediately take action to halt such activities. Lessee will not do or permit anything to be done on the Subject Property, or bring or keep anything therein, which shall in any way increase the rate of fire or other insurance on the Subject Property, or endanger, obstruct or interfere with the rights of neighboring properties, or conflict with the fire laws or regulations or with any insurance policy covering the Subject Property, or with any statutes, rules, or regulations enacted or established by any governmental authority.



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SECTION TEN

Indemnity

Lessee shall indemnify Lessor against all expenses, liabilities and claims, including reasonable attorney fees, made by or on behalf of any person or entity arising out of: (1) a failure by Lessee to perform any of the terms or conditions of this lease; (2) any injury or damage to persons or property happening in Lessee's leased property; (3) a failure of Lessee to comply with any law of any governmental authority; or (4) any mechanic's lien or security interest filed against the Subject Property as a result of Lessee's activities. Lessee shall not be liable for, nor have any obligation to indemnify against, the acts and omissions of other tenants or their invitees, employees and agents; nor, shall Lessee be liable for, nor have any obligation to indemnify against the acts and omissions of Lessor's invitees, employees and agents, happening on or about the Subject Property, and being so-situated without Lessee's express permission, or as otherwise permitted under this Lease Agreement.

SECTION ELEVEN

Default or Breach

Each of the following events shall constitute a default or breach of this lease by Lessee:

1. If Lessee, or any successor or assignee of Lessee while in possession, shall file a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or shall voluntarily take advantage of any such act by answer or otherwise, or shall make an assignment for the benefit of creditors.
2. If involuntary proceedings under any bankruptcy law or insolvency act shall be instituted against Lessee, or if a receiver or trustee shall be appointed for all or substantially all of the property of Lessee, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within ninety (90) days after the institution or appointment.
3. If Lessee shall fail to control noxious weeds or otherwise maintain the Subject Property in a clean, weed-free and debris-free condition after not fewer than five (5) business days' notice setting forth the nature of the condition to be corrected.
4. If this lease or the estate of Lessee hereunder shall be transferred to or shall pass to or devolve on any other person or party, except in the manner herein permitted.



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5. Failure to comply with the terms and conditions stated in Section Two of this lease agreement.

SECTION TWELVE
Effect of Default Remedies

1. In the event of any default hereunder, Lessor shall have an immediate right to pursue the following remedies in addition to remedies provided by law:
 - a. Lessor may elect, but shall not be obligated, to make any payment required of Lessee herein or comply with any agreement, term, or condition required hereby to be performed by Lessee, and Lessor shall have the right to enter the Subject Property for the purpose of correcting or remedying any such default and to remain until the default has been corrected or remedied and may charge Lessee for any such expenditures, but any expenditure for the correction by Lessor shall not be deemed to waive or release the default of Lessee or the right of Lessor to take any action as may be otherwise permissible hereunder in the case of any default.
 - b. Lessor shall have the right to cancel and terminate this lease, as well as all of the right, title and interest of Lessee hereunder, without demand or legal process, by giving to Lessee written notice of the cancellation and termination. Thereupon, this Lease and the right, title and interest of Lessee hereunder, shall terminate, except as to Lessee's liability, as of the date fixed in the notice of cancellation and termination.
 - c. Upon termination of the lease under the foregoing paragraph, Lessor may by written notice to Lessee demand that Lessee assemble all Lessee's personal property on the Subject Property at a place designated by Lessor that is reasonably convenient to Lessor and Lessee, and Lessee agrees that Lessee will assemble such property. In the alternative, Lessor may re-enter the Subject Property and remove the property of Lessee. Lessor may then store Lessee's property in a public warehouse or other place selected by Lessor, at the expense of the Lessee; provided, however, that Lessor may, after a reasonable attempt to notify Lessee, dispose of Lessee's stored property by sale or otherwise after a period of forty-five (45) days from the date of termination, and credit the proceeds of sale against any amounts owed by Lessee. Upon termination, Lessor may recover from Lessee all damages proximately resulting from the breach, including the cost of recovering the Subject Property and the worth of the balance of this lease over the reasonable rental value of the Subject Property for the remainder of the lease term, which sum shall be immediately due Lessor from Lessee.



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- d. After re-entry, Lessor may re-let the Subject Property or any part thereof for any term without terminating the lease, at the rent and on the terms as Lessor may choose.

SECTION THIRTEEN

Lessor's Access to Subject Property

Lessee shall permit Lessor or its agents to enter upon the demised Subject Property at all reasonable hours to examine, inspect or protect the Subject Property, prevent damage or injury to the Subject Property, or make such repairs to the Subject Property as are necessary and reasonable.

SECTION FOURTEEN

Lessee's Improvements

1. Subject to the prior written consent of Lessor, Lessee may make improvements or alterations to the Subject Property, in Lessee's discretion and at Lessee's expense. At the Lessor's option, upon termination of this lease, Lessee shall remove all such improvements and modifications, and restore the Subject Property to its original condition, and reimburse Lessor for any and all costs and damages incurred by Lessor on account of such restoration.
2. Lessor and Lessee acknowledge and confirm that Lessee may install and place in and about the Subject Property outdoor equipment and supplies that are and shall remain the property of Lessee. Lessee shall have the right during the terms of this Lease, and upon termination hereof, to remove said outdoor equipment and supplies; provided, however, that Lessee shall be solely responsible for and shall bear the cost and expense for such removal, and shall restore the Subject Property and grounds to its original condition following such removal, and reimburse Lessor for any and all costs and damages incurred by Lessor on account of such removal.

SECTION FIFTEEN

Presence and Use of Hazardous Substances

1. Lessor represents that the Subject Property is open space property that has been used for the following purposes within the past ten years prior to this lease: none known. There has been no previous contamination on or remediation of the Subject Property or the property of which the Subject Property is a part.
2. Lessee shall not, without the Lessor's prior written consent, keep on or around the Subject Property, common areas or building, for use, disposal, treatment, generation, storage, or sale, any substances designated as, or containing components designated as hazardous,



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extra hazardous, dangerous, toxic or harmful (collectively referred to as "Hazardous Substances"), and/or that are subject to regulation by any federal, state or local law, regulation, statute or ordinance. With respect to any Hazardous Substance, Lessee shall:

- a. Comply promptly, timely and completely with all governmental requirements for reporting, keeping and submitting manifests and obtaining and keeping current identification numbers;
 - b. Submit to the Lessor correct copies of all reports, manifests and identification numbers at the same time as they are required to be and/or submitted to the appropriate governmental authorities;
 - c. Within five (5) business days of the Lessor's request, submit written reports to Lessor regarding Lessee's use, storage, treatment, transportation, generation, disposal or sale of Hazardous Substances and provide evidence satisfactory to the Lessor of Lessee's compliance with the applicable governmental regulations;
 - d. Allow Lessor or its agents or representatives to access the Subject Property at all reasonable times, and with such advance notice as may be practicable, to verify Lessee's compliance with all applicable governmental regulations regarding Hazardous Substances, to investigate any alleged release of Hazardous Substances and to undertake cleanup action in the event Lessee fails to do so;
 - e. Comply with minimum levels, standards or other performance standards or requirements that may be set forth or established for certain Hazardous Substances (if minimum standards or levels are applicable to Hazardous Substances) present on the Subject Property; these levels or standards shall be established by an on-site inspection by the appropriate governmental authorities;
 - f. Comply with all governmental rules, regulations and requirements regarding the proper and lawful use, sale, transportation, generation, treatment, storage and disposal of hazardous or other polluting substances; and
 - g. Notify Lessor promptly of any investigation involving release of a Hazardous Substance.
3. In the event of a violation or suspected violation, any and all costs incurred by Lessor and associated with the Lessor's inspections of the Subject Property and the Lessor's monitoring of Lessee's compliance with this section, and including the Lessor's attorney fees and costs, shall be additional rent and shall be due and payable to Lessor immediately upon written demand by Lessor.
 4. Lessee shall not release any Hazardous Substance into the surface, subsurface, water or air in or adjacent to the Subject Property.
 5. Lessee agrees to comply with all applicable federal, state and local laws, ordinances, rules and regulations governing environmental protection, regulation of hazardous substances and land use, and to indemnify Lessor against all losses, damages and costs resulting from any failure of Lessee or any of its employees, agents or contractors to do so, including, but



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not limited to, violation of the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC Sec. 9601 et seq.; the Clean Water Act, 33 USC Sec. 1251 et seq.; the Resource Conservation and Recovery Act, 42 USC Sec. 6901; the Toxic Substances Control Act, USC Sec. 2601; the Federal Insecticide, Fungicide and Rodenticide Act, 7 USC Sec. 136 et seq.; the Clean Air Act, 42 USC Sec. 7401 et seq.; the Oil Pollution Act of 1990, 33 USC Sec. 2701 et seq.; the Model Toxics Control Act, RCW 70.105D,010 et seq.; the Washington Water Pollution Control Act, RCW 90.48; the Washington Clean Air Act, RCW 70.94; the Washington Solid Waste Management Act, RCW 70.95; the Washington Hazardous Waste Management Act, RCW 70.105; and the Washington Nuclear Energy and Radiation Act, RCW 70.98.

SECTION SIXTEEN

Cleanup Costs, Default and Indemnification

1. Lessee shall be liable to Lessor for any and all investigatory, cleanup and/or monitoring costs and any and all other charges, fees, penalties (civil and criminal) imposed by any governmental authority with respect to Lessee's sole use, disposal, transportation, storage, generation, release and/or sale of Hazardous Substances, in or about the Subject Property, the common areas or adjacent property.
2. Lessee shall defend and hold Lessor harmless from any and all actions that arise out of or relate to any threatened, alleged, or actual release of Hazardous Substances or any other violation under any applicable environmental law or regulation, including, but not limited to, any investigations, administrative proceedings, emergency actions, cost recovery actions, requests for injunctive relief, penalties, fines, lawsuits, appeals and supplemental proceedings. The obligation of Lessee to defend Lessee shall not preclude the right of Lessor to select its own counsel. Any costs and fees incurred in defense of Lessor shall be paid by Lessee as the same are incurred.
3. Lessee shall indemnify and hold Lessor harmless from any damages or other liabilities that arise out of or relate to any threatened, alleged, or actual release of Hazardous Substances or any other violation under any applicable environmental law or regulation, including, but not limited to, investigation of a release or other violation; actual releases or other violations; remediation, cleanup and/or response costs; damage to natural resources; fines or penalties; economic loss or damages; enforcement action costs; judgments; appeal bonds; continuing monitoring costs; attorney fees and costs; and consultant fees and costs. Lessee specifically agrees that any bond or other security provided shall extend to the indemnity agreed to in this subparagraph.
4. Lessor shall indemnify and hold Lessee harmless for all similar provisions of subsections (1) through (3), herein, as they relate to any and all actions undertaken solely by Lessor and/or other building tenants, their agents, employees, or representatives.



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SECTION SEVENTEEN
Compliance with All Laws

Lessee agrees to comply with all applicable federal, state and municipal laws, ordinances, and regulations. Any fees for any inspection of the Subject Property during or for the lease term by any federal, state or municipal officer and not otherwise attributable to Lessor's ownership, management or operations of the Subject Property, shall be paid by Lessee.

SECTION EIGHTEEN
Easements, Agreements or Encumbrances

The parties shall be bound by all existing easements, agreements and encumbrances (if any) of record relating to the demised Subject Property, which Lessor has disclosed to Lessee in writing, and Lessor shall not be liable to Lessee for any damages resulting from any action taken by a holder of an interest pursuant to the rights of that holder thereunder.

SECTION NINETEEN
Quiet Enjoyment

Lessor warrants that Lessee shall be granted peaceable and quiet enjoyment of the demised Subject Property free from any eviction or interference by Lessor or those claiming through Lessor, so long as Lessee fully and punctually performs the terms and conditions in this lease imposed on Lessee.

SECTION TWENTY
Liability of Lessor

Lessee shall be in exclusive control and possession of the demised Subject Property, and Lessor shall not be liable for any injury or damages to any property or to any person on or about the demised Subject Property nor for any injury or damage to any property of Lessee.

SECTION TWENTY-ONE
Consents, Waivers



LEASE AGREEMENT: Drano Lake Boat Launch/Advanced American Construction, Inc.

Whenever either party's consent or approval is required under this lease, the party shall promptly exercise its judgment in a reasonable manner. Failure of a party to insist on a strict performance of any of the terms and conditions hereof shall be deemed a waiver of the rights or remedies that the party may have regarding that specific instance only, and shall not be deemed a waiver of any subsequent breach or default in any terms and conditions.

SECTION TWENTY-TWO

Notice

All notices to be given with respect to this lease shall be in writing. Every notice shall be deemed to have been given at the time it shall be deposited in the United States mail.

Lessor Management:

Skamania County
PO Box 1009
Stevenson, WA 98648
Attn: Tim Elsea

Lessee:

Advanced American Construction
8444 NW St. Helen Road
Portland, OR 97321
Attn: Shad Huber

SECTION TWENTY-THREE

Assignment, Mortgage or Sublease

1. Neither Lessee, nor its successors or assigns, shall assign, mortgage, pledge or encumber this lease for any reason nor shall this lease be assigned or transferred by operation of law, without the prior consent in writing of Lessor in each instance.
2. Lessee shall not have the right to sublet the demised Subject Property, in whole or in part, or permit the Subject Property to be used or occupied by others, without Lessor's prior written approval. Such approval shall not be unreasonably withheld; provided, however, that no sublease shall release Lessee from Lessee's obligation to perform pursuant to this lease, unless the Lessor shall, at its sole option, consent in writing to the release of Lessee and substitution of the Sub Lessee.



LEASE AGREEMENT: Drano Lake Boat Launch/Advanced American Construction, Inc.

SECTION TWENTY-FOUR
Total Agreement; Applicable to Successors

This lease contains the entire agreement between the parties and cannot be changed or terminated except by a written instrument subsequently executed by the parties hereto. This lease and the terms and conditions hereof apply to and are binding on the heirs, legal representatives, successors and assigns of both parties.

SECTION TWENTY-FIVE
Applicable Law

This agreement shall be governed by and construed in accordance with the laws of the State of Washington.

SECTION TWENTY-SIX
Venue/Attorney Fees

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this lease, or for the collection of any sums due hereunder, the parties agree that the venue of such action or litigation shall be in the proper court of the State of Washington in and for the County of Skamania. The parties agree that the prevailing party in any action or litigation shall recover costs and reasonable attorney fees.

SECTION TWENTY-SEVEN
Time of the Essence

Time is of the essence in all provisions of this Lease.

SECTION TWENTY-EIGHT
Binding Effect

The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives and assigns of the parties hereto, and all covenants are to be construed as conditions of this lease. **IN WITNESS WHEREOF**, the parties have executed this lease at Stevenson, Washington on the day and year first above written. Lessee signing below acknowledges receipt of a fully signed copy of this Lease.



LEASE AGREEMENT: Drano Lake Boat Launch/Advanced American Construction, Inc.

LESSOR:

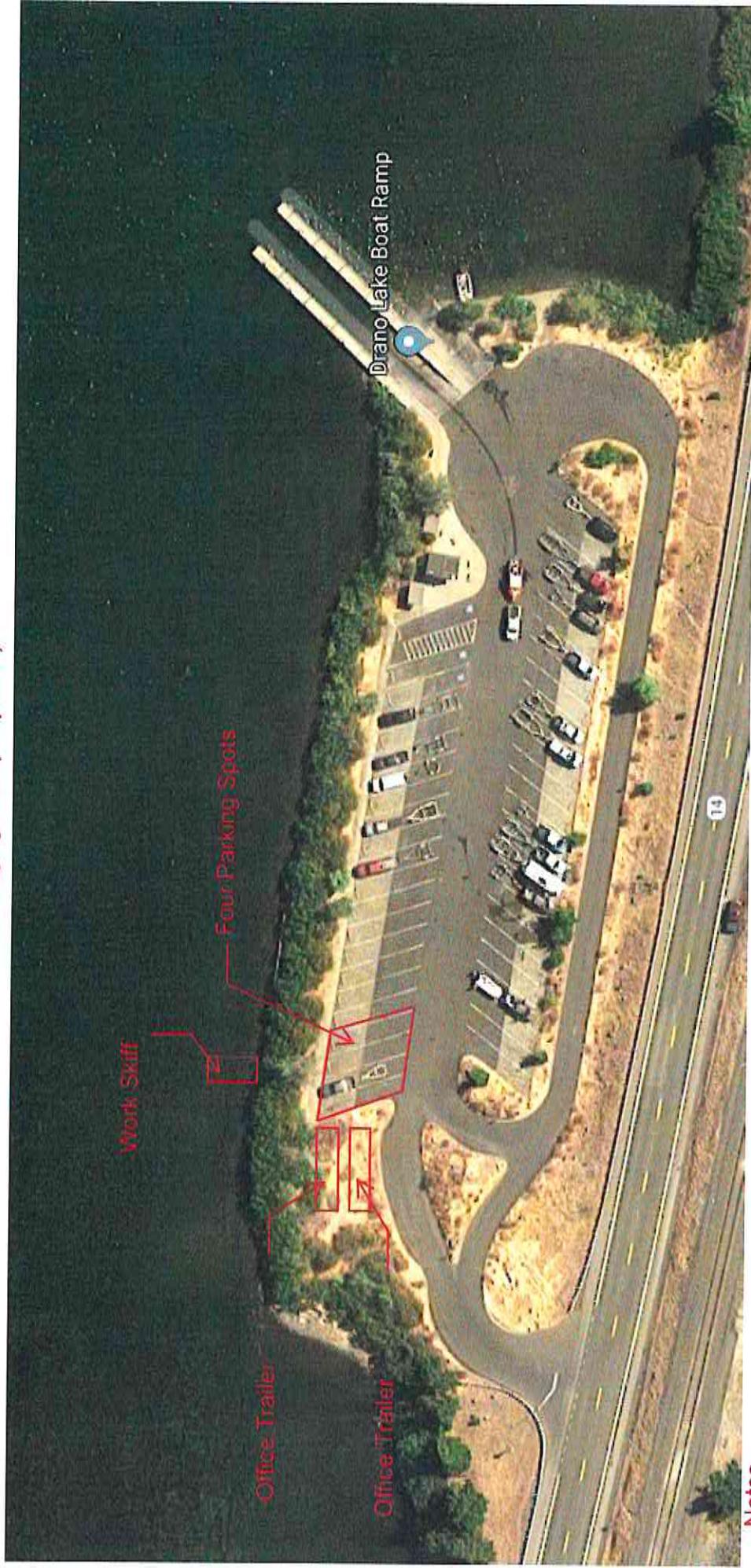
LESSOR: SKAMANIA COUNTY, a Political Subdivision of the State of Washington

By  8/12/21
Tim Elsea, Public Works Director

LESSEE:

 8/12/21
Shad Huber - Advanced American Construction Date

Drano Lake Staging Yard (Proposed)



Notes

- AAC is requesting the use of the Drano Lake Boat Ramp to facilitate additional work on the BNSF railroad bridge.
- We are requesting the rental of four boat trailer parking spots during the duration of the project which is July 1, 2021 to December 31, 2021.
- We are also requesting the temporary placement of two office trailers in the grass area just west of the four parking spots. The trailers will be on wheels so the impact to the ground will be minimal and no ground disturbance will be needed except for the removal of cut branches/vegetation debris that was dumped in this area.
- In order for the crew to access the work barges on the Columbia we will need to have a small work skiff beached at the location shown on the above drawing.

COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS

1. Contract Number 2021

2. Contract Status: (Check appropriate box) Original Renewal Amendment #1

3. Contractor Information: Contractor: Washington State University Extension
 Contact Person: Kimberly Dudley
 Title: Administrative Manager, Agriculture & Nat 'l Res.
 Address: PO Box 646248
 Address: Pullman, WA 99164-6248
 Phone: (509) 335-1521
 Email: kimberly_dudley@wsu.edu

4. Brief description of purpose of the contract and County's contracted duties: To amend WSU contract to include funding in the amount of \$5,400 for additional Intergovernmental Professional Services costs to the 2021 Contract.

5. Term of Contract: From: January 1, 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. Budget Committed in Current Year: \$ 45,555
Amount Not Budgeted in Current Year \$ 5,400 Source: Supplemental Budget #2 - 2021
Total Non-County Funds Committed: \$ -0- Source: _____
Total County Funds Committed: \$ _____
TOTAL FUNDS COMMITTED: \$ 50,955

8. County Contact Person: Name: Debbie Slack
 Title: Financial Management Coordinator/Clerk of the Board


9. Department Approval: 
Department Head or Elected Official Signature

10. Special Comments:

COMMISSIONER'S AGENDA ITEM COMMENTARY

SUBMITTED BY
AGENDA DATE

Washington State University Extension
August 24, 2021


Signature

SUBJECT: Amend 2021 Contract to include additional funding for Intergovernmental Professional Services in the amount of \$5,400 approved in Supplemental Budget #2 for 2021

ACTION REQUESTED Approve Contract Amendment #1

SUMMARY/BACKGROUND

Under a contract with Washington State University to provide Cooperative Extension Services for Skamania County the Board approved \$45,555 for contract year 2021. The Commissioners approved Supplemental Budget #2 on July 20, 2021 and included additional funding for Intergovernmental Services in the amount of \$5,400 not included in the 2021 Budget or original 2021 contract.

FISCAL IMPACT

This amendment increases the 2021 Contract with WSU by \$5,400

RECOMMENDATION

Please sign and approve Contract Amendment #1, amending the total amount of the 2021 contract from \$45,555 to \$50,955. Additional budget authority was requested and approved by Resolution 2021-20, Supplemental Budget #2 for 2021 in public hearing on July 20, 2021

LIST ATTACHMENTS

Contract Facesheet
Agenda Commentary
Contract Amendment #1
Original 2021 Contract

SERVICE CONTRACT
Amendment #1
2021
BETWEEN SKAMANIA COUNTY
WASHINGTON STATE UNIVERSITY EXTENSION

THIS CONTRACT, by and between **SKAMANIA COUNTY**, a municipal corporation, hereinafter referred to as the “**COUNTY**”, and **WASHINGTON STATE UNIVERSITY EXTENSION**, hereinafter referred to as the “**CONTRACTOR**”,

WITNESSETH THAT:

1. AUTHORITY TO CONTRACT.

- A.** The **CONTRACTOR** covenants that the person whose signature appears as the representative of the **CONTRACTOR** on the signature page of this contract is the **CONTRACTOR’S** contracting officer and is authorized to sign on behalf of the **CONTRACTOR** and, in addition, to bind the **CONTRACTOR** in any subsequent dealings regarding this contract, such as modifications, amendments, or change orders.
- B.** The **CONTRACTOR** covenants that all licenses, tax I.D. Nos., bonds, industrial insurance accounts, or other matters required of the **CONTRACTOR** by federal, state or local governments to enable the **CONTRACTOR** to do the business contemplated by this agreement, have been acquired by the **CONTRACTOR** and are in full force and effect.
- C.** The **COUNTY** represents that the services contracted for herein have been, or will be, appropriately budgeted for and that the **COUNTY** has the authority to contract for such services; that the contracting officer for the **COUNTY** is the Chair, Skamania County Board of Commissioners. Changes that require a change in the amount of the contract price, shall require the approval of the Skamania County Board of Commissioners.

2. INDEPENDENT CONTRACTOR STATUS.

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

3. SERVICES TO BE RENDERED.

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

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

4. **TERMS OF CONTRACT.**

The contract shall begin on January 1, 2021 and terminate on December 31, 2021 PROVIDED that, in the event this contract is a personal services contract, not exempt under Chapter 39.29 of the Revised Code of Washington, this contract shall not be effective until the requirements of said statute have been met. The County may terminate this contract earlier upon sixty (60) days written notice.

5. **PAYMENTS FOR SERVICES.**

- A. The consideration for the services to be performed by the CONTRACTOR shall not exceed \$50,955 including Washington sales tax, and shall be paid as outlined below or in Attachment A.
- B. Payment on the account of the contracted services shall be made semi-annually. Payment is due within thirty (30) days of submission of accepted detailed invoice. An oral report shall be submitted to the County as set forth in Attachment A. **The final invoice for December 2021 must be received no later than December 14, 2021.**
- C. The CONTRACTOR agrees that funds received from the COUNTY can be expended for only public purposes and the CONTRACTOR will keep identifiable financial and performance books and records of all funds received pursuant to this contract from the COUNTY detailing the receipts and expenditures of such funds; that these detailed accounting records shall be made available at all reasonable times to any county, state, or federal auditor, whose duties include auditing these funds.

6. **INSURANCE.**

WSU represents and warrants that both WSU, and WSU Principal Investigator as WSU's employee, are currently covered by the State of Washington Self-Insurance Liability Program, as further set forth in Attachment B. WSU further agrees that it will maintain and keep current such policy or policies for the entire duration of the project.

7. **INDEMNIFICATION.**

Each party hereto agrees to be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents or employees to the full extent required by law.

8. **GOVERNING LAW.**

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

9. ASSIGNABILITY.

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

10. EQUAL EMPLOYMENT OPPORTUNITY.

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

11. NONCOMPLIANCE WITH NONDISCRIMINATION PLAN.

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

12. DISPUTES.

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

- A. Be in writing; and
- B. States the disputed issues; and
- C. States the relative positions of the parties; and

- D. States the **CONTRACTOR'S** name, address, and the **COUNTY** department the contract is with; and
- E. Be mailed to the Board of Commissioners, P.O. Box 790 Stevenson, Washington 98648, within thirty (30) calendar days after the party could reasonably be expected to have knowledge of the issue which he/she now disputes. This dispute resolution process constitutes the sole administrative remedy available under this contract.

13. WAGE AND HOUR COMPLIANCE.

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

14. DEFAULT/TERMINATION/DAMAGES.

- A. If the **CONTRACTOR** shall fail to fulfill in a timely manner any of the covenants of this agreement, the **COUNTY** shall have the right to terminate this agreement by giving the **CONTRACTOR** sixty (60) days written notice, of the **COUNTY'S** intent to terminate and the reasons for said termination.
- B. Upon termination for whatever reason, all finished and unfinished documents, data, studies, drawings, service maps, models, photographs and other work product resulting from this agreement shall, at the option of the **COUNTY**, become the **COUNTY'S** property. The **CONTRACTOR** shall be entitled to payment for work completed and this contract shall terminate.
- C. In the event the **CONTRACTOR** is determined to be in default of this contract the **COUNTY** shall be entitled to damages, computed by subcontracting from the cost to the County in completing any unfurnished work, the unpaid balance of the agreed upon contract price, and the **COUNTY** may withhold any payments owed to the **CONTRACTOR** for the purposes of set off until such time as the exact amount of damages can be computed.

15. NON-DEFAULTING TERMINATION.

- A. All or any part of the services to be performed hereunder are to be funded by revenues granted to the **COUNTY** from federal or state agencies and, in the event said grant monies should for any reason not be received by the **COUNTY** or should be terminated by the granting agency, then this contract shall terminate without damages to either party. **PROVIDED THAT** the **CONTRACTOR** shall be entitled to be paid for the work performed to date to the extent the **COUNTY** is entitled to receive reimbursement for any such payment; and, in that regard, the **CONTRACTOR** agrees that it understands the **COUNTY'S** source of funding for this project and assumes the risk involved in undertaking a project on a reimbursable basis.
- B. Notwithstanding the term of this agreement either party may terminate this agreement without cause by giving the other party sixty (60) days written notice of said termination.

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

DATED: _____, 2021.

SKAMANIA COUNTY BOARD OF COMMISSIONERS

Chairman

WSU Extension

Commissioner

Date

Commissioner

APPROVED AS TO FORM ONLY:

ATTEST:

Prosecuting Attorney

Clerk of the Board

ATTACHMENT "A"
Amendment #1
2021 SERVICE CONTRACT
BETWEEN WASHINGTON STATE UNIVERSITY EXTENSION
AND SKAMANIA COUNTY

It is recognized by both parties that the \$50,955.00 in County funds for this contract are to be used to provide Skamania County citizens with educational programs and support in the Extension program areas of Agriculture and Natural Resources, and youth and family 4-H.

In consideration of \$50,955.00 budgeted for Extension services, the Contractor shall provide the following services to Skamania County:

Under the terms of this agreement, Skamania County will:

- A. Pay the amount agreed upon semi-annually to Washington State University for Extension education services to be rendered in Skamania County.
- B. Pay the semi-annual invoice voucher from Washington State University within 30 days of receipt. Invoice to be for ½ (one-half) of the contract amount.
- C. Furnish a desk, chair and adequate office space for the 4-H Coordinator and County Extension Director.
- D. Furnish two desktop computers with monitors.
- E. Provide funding in the opinion of Skamania County Commissioners that will be adequate to carry out WSU Extension education programs for citizens of the County.
- F. Provide funding in the opinion of Skamania County Commissioners for the following:
 1. Communications - \$148.00
 2. Computer/Server Replacement Fees - \$308.00
 3. Utility Charges - \$2,301.00

Under the terms of this agreement, Washington State University will:

- A. Provide an invoice to the COUNTY for ½ (one-half) of the contracted services semi-annually.
- B. Provide the COUNTY the expertise of WSU Extension employees, to provide educational programs and support in the WSU Extension program areas of Agriculture and Natural Resources, and youth and family 4-H.
- C. The Extension Director shall allocate 20% (twenty percent) of their time to attend Skamania County Extension needs.
- D. The Extension Director will give an oral report of updates to the Board of County Commissioners the 4th (fourth) Tuesday of each month, during their regular business meeting.

ATTACHMENT "B"
2021 SERVICE CONTRACT
BETWEEN WASHINGTON STATE UNIVERSITY EXTENSION
AND SKAMANIA COUNTY

Self-Insurance Liability Program (SILP)

WSU's liability for the negligent acts of its employees is covered through the State of Washington Self-Insurance Liability Program (RCW 4.92 et. Seq.) administered by the State in Olympia. The coverage only applies when non-University employees (or their property) are injured/damaged by the negligence of a WSU employee or agent. In order for the coverage to apply, the employee or agent must have been acting in good faith on behalf of WSU and within the scope of the duties assigned to the individual by WSU at the time of loss occurs. WSU pays a substantial premium for this policy based on a five-year claim history. Examples of coverage include:

- **General Liability, including Auto Liability** Covers injury or damage to a person who is not employed by the University or to non-WSU property. The injury or damage must be caused by the negligence of WSU, its employees or agents.
- **Professional Malpractice** for faculty, staff, volunteers and students performing clinical practice on-campus. (Note: Students performing clinical practice off campus are not covered but may purchase their own separate professional liability student insurance.)

The SILP coverage:

- **Pays tort-claim judgement and settlements.**
- **Defends and indemnifies employees and authorized agents when sued personally** for negligence (so long as acting in good faith in the performance of their WSU duties).
- **Coverage does not include:**
 1. marine hull and vessel operation
 2. aircraft liability
 3. employee fidelity
 4. student sponsored events
 5. damage to state owned facilities and property
 6. injuries covered by workers compensation or similar policies
 7. injuries/damages on foreign soil

Please Note: For Liability issues not covered by the Self-Insurance Liability Program, commercial insurance may be available for purchase by Departments through the State Risk Management Office. In order to purchase such insurance, the Department must submit a written request to the WSU Office of Risk Management and Insurance (RMI).

Resolution 2021-20
Supplemental Budget #2 Explanation
Attachment A
Public Hearing
July 20, 2021
5:30 p.m.

The total Current Expense spending authority requested for this supplemental not covered by increased revenues or other budget offsets is \$ 83,327.19

Year to date funds requested by supplemental from Current Expense is \$94,327.19

\$218.00 – Boundary Review Board (0010.100) – Salary and Benefits for Human Resources Specialist for remainder of 2021 (Offset- Current Expense)

\$2,686.00 – Board of Equalization (0010.180) - Salary and Benefits for Human Resources Specialist for remainder of 2021 (Offset-Current Expense)

\$83,640– Buildings and Grounds (0010.220) – Weed and Jail Roofs, HVAC for Weed, and Hegewald Center HVAC Controller Upgrade (Offset - Cumulative Reserve Building and Grounds fund. Balance in reserve fund(cash)is \$123,228.19 after this request)

\$25,308– Buildings and Grounds (0010.220) – Transfer switch for Hegewald Center, Side A. (Offset – Cumulative Reserve Buildings and Grounds fund. Balance in reserve fund (cash) is \$97,920.19 after this request)

\$34,061.00 – Noxious Weed (0010.290) – Increase in funding from outside sources, USDA Gifford Pinchot National Forest, Washington State Department of Agriculture and Weed Control Service Fees. Budget authority requested for this increase. (Offset – various outside funding sources)

\$41,767 – Human Resources (0010.351) Salary and Benefits for Human Resources Specialist for remainder of 2021. (Offset – Current Expense)

\$5,801.74 – External Services (0010.360) – Repayment of CARES funds for credit memos from Public Works for Insight purchases (Offset – Current Expense)

\$31,854.45 – External Services (0010.360) – to make the WSU Extension budget whole (\$5,400), allowing the 4-H Coordinator to remain fulltime through 2021. Also, the 2nd invoice for the 2020 contract was processed out of the 2021 Budget, (\$26,454.45). The funds not paid out of the 2020 budget were reflected in an increase in the Current Expense carryover for the 2021 Budget (Offset – Current Expense)

\$10,000 – Senior Services (1160.000) -A grant award from BNSF Railway for Dog Mountain Shuttle was received. It was unclear if the shuttle would run due to COVID. When it was discovered, the shuttle could run, Columbia Area Transit was contacted to assist with Dog Mountain Shuttle. (Offset – BNSF Railway Grant)

\$15,000 – Wind River Business Park (1291.000) – Emergent need for Cleaning Services and part-time help (Offset – Fund balance will cover cost, WRBP ending cash amount decreased)

COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS

1. Contract Number 2021

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

3. Contractor Information: Contractor: Washington State University Extension
 Contact Person: Kimberly Dudley
 Title: Administrative Manager, Agriculture & Nat 'l Res.
 Address: PO Box 646248
 Address: Pullman, WA 99164-6248
 Phone: (509) 335-1521
 Email: kimberly_dudley@wsu.edu

4. Brief description of purpose of the contract and County's contracted duties: To provide Cooperative Extension Services for Skamania County.

5. Term of Contract: From: January 1, 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. Budget Committed in Current Year: \$ 45,555
 Amount Not Budgeted in Current Year: \$ -0- Source: 0010.360 External Services
 Total Non-County Funds Committed: \$ -0- Source: _____
 Total County Funds Committed: \$
 TOTAL FUNDS COMMITTED: \$ 45,555

8. County Contact Person: Name: Debbie Slack *Debbie Slack*
 Title: Financial Management Coordinator/Clerk of the Board

9. Department Approval: *J. W. Sumner*
 Department Head or Elected Official Signature

10. Special Comments: _____

**SERVICE CONTRACT
2021
BETWEEN SKAMANIA COUNTY
WASHINGTON STATE UNIVERSITY EXTENSION**

THIS CONTRACT, by and between SKAMANIA COUNTY, a municipal corporation, hereinafter referred to as the "COUNTY", and WASHINGTON STATE UNIVERSITY EXTENSION, hereinafter referred to as the "CONTRACTOR",

WITNESSETH THAT:

1. AUTHORITY TO CONTRACT.

- A. The CONTRACTOR covenants that the person whose signature appears as the representative of the CONTRACTOR on the signature page of this contract is the CONTRACTOR'S contracting officer and is authorized to sign on behalf of the CONTRACTOR and, in addition, to bind the CONTRACTOR in any subsequent dealings regarding this contract, such as modifications, amendments, or change orders.
- B. The CONTRACTOR covenants that all licenses, tax I.D. Nos., bonds, industrial insurance accounts, or other matters required of the CONTRACTOR by federal, state or local governments to enable the CONTRACTOR to do the business contemplated by this agreement, have been acquired by the CONTRACTOR and are in full force and effect.
- C. The COUNTY represents that the services contracted for herein have been, or will be, appropriately budgeted for and that the COUNTY has the authority to contract for such services; that the contracting officer for the COUNTY is the Chair, Skamania County Board of Commissioners. Changes that require a change in the amount of the contract price, shall require the approval of the Skamania County Board of Commissioners.

2. INDEPENDENT CONTRACTOR STATUS.

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

3. SERVICES TO BE RENDERED.

- A. The work to be performed by the CONTRACTOR consists of those services that are described in the contract documents marked Attachment A, consisting of a total of one (1) pages, attached hereto, and by this reference incorporated herein.
- B. Amendments, modifications, or change orders to this contract must be in writing and signed by the parties designated in this contract to be the contracting officers; provided that, change orders

affecting the total contract price must be signed by the Board of Commissioners for the COUNTY.

4. **TERMS OF CONTRACT.**

The contract shall begin on January 1, 2021 and terminate on December 31, 2021 PROVIDED that, in the event this contract is a personal services contract, not exempt under Chapter 39.29 of the Revised Code of Washington, this contract shall not be effective until the requirements of said statute have been met. The County may terminate this contract earlier upon sixty (60) days written notice.

5. **PAYMENTS FOR SERVICES.**

- A. The consideration for the services to be performed by the CONTRACTOR shall not exceed \$45,555.00, including Washington sales tax, and shall be paid as outlined below or in Attachment A.
- B. Payment on the account of the contracted services shall be made semi-annually. Payment is due within thirty (30) days of submission of accepted detailed invoice. An oral report shall be submitted to the County as set forth in Attachment 1. **The final invoice for December 2021 must be received no later than December 14, 2021.**
- C. The CONTRACTOR agrees that funds received from the COUNTY can be expended for only public purposes and the CONTRACTOR will keep identifiable financial and performance books and records of all funds received pursuant to this contract from the COUNTY detailing the receipts and expenditures of such funds; that these detailed accounting records shall be made available at all reasonable times to any county, state, or federal auditor, whose duties include auditing these funds.

6. **INSURANCE.**

WSU represents and warrants that both WSU, and WSU Principal Investigator as WSU's employee, are currently covered by the State of Washington Self-Insurance Liability Program, as further set forth in Attachment B. WSU further agrees that it will maintain and keep current such policy or policies for the entire duration of the project.

7. **INDEMNIFICATION.**

Each party hereto agrees to be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents or employees to the full extent required by law.

8. **GOVERNING LAW.**

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

9. ASSIGNABILITY.

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

10. EQUAL EMPLOYMENT OPPORTUNITY.

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

11. NONCOMPLIANCE WITH NONDISCRIMINATION PLAN.

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

12. DISPUTES.

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

- A. Be in writing; and
- B. States the disputed issues; and
- C. States the relative positions of the parties; and

- D. States the **CONTRACTOR'S** name, address, and the **COUNTY** department the contract is with; and
- E. Be mailed to the Board of Commissioners, P.O. Box 790 Stevenson, Washington 98648, within thirty (30) calendar days after the party could reasonably be expected to have knowledge of the issue which he/she now disputes. This dispute resolution process constitutes the sole administrative remedy available under this contract.

13. WAGE AND HOUR COMPLIANCE.

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

14. DEFAULT/TERMINATION/DAMAGES.

- A. If the **CONTRACTOR** shall fail to fulfill in a timely manner any of the covenants of this agreement, the **COUNTY** shall have the right to terminate this agreement by giving the **CONTRACTOR** sixty (60) days written notice, of the **COUNTY'S** intent to terminate and the reasons for said termination.
- B. Upon termination for whatever reason, all finished and unfinished documents, data, studies, drawings, service maps, models, photographs and other work product resulting from this agreement shall, at the option of the **COUNTY**, become the **COUNTY'S** property. The **CONTRACTOR** shall be entitled to payment for work completed and this contract shall terminate.
- C. In the event the **CONTRACTOR** is determined to be in default of this contract the **COUNTY** shall be entitled to damages, computed by subcontracting from the cost to the County in completing any unfurnished work, the unpaid balance of the agreed upon contract price, and the **COUNTY** may withhold any payments owed to the **CONTRACTOR** for the purposes of set off until such time as the exact amount of damages can be computed.

15. NON-DEFAULTING TERMINATION.

- A. All or any part of the services to be performed hereunder are to be funded by revenues granted to the **COUNTY** from federal or state agencies and, in the event said grant monies should for any reason not be received by the **COUNTY** or should be terminated by the granting agency, then this contract shall terminate without damages to either party. **PROVIDED THAT** the **CONTRACTOR** shall be entitled to be paid for the work performed to date to the extent the **COUNTY** is entitled to receive reimbursement for any such payment; and, in that regard, the **CONTRACTOR** agrees that it understands the **COUNTY'S** source of funding for this project and assumes the risk involved in undertaking a project on a reimbursable basis.
- B. Notwithstanding the term of this agreement either party may terminate this agreement without cause by giving the other party sixty (60) days written notice of said termination.

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

DATED: February 9, 2021.

SKAMANIA COUNTY BOARD OF COMMISSIONERS

T.W. Lannen

T.W. Lannen, Chairman

[Signature]

Richard Mahar, Commissioner

[Signature]

Robert Hamlin, Commissioner

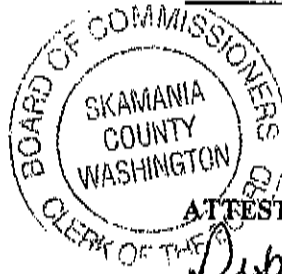
APPROVED AS TO FORM ONLY:

[Signature]

Adam Kick, Prosecuting Attorney

WSU Extension

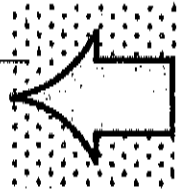
Date



ATTEST:

Debbie Slack

Debbie Slack, Clerk of the Board



ATTACHMENT "A"
2021 SERVICE CONTRACT
BETWEEN WASHINGTON STATE UNIVERSITY EXTENSION
AND SKAMANIA COUNTY

It is recognized by both parties that the \$45,555 in County funds for this contract are to be used to provide Skamania County citizens with educational programs and support in the Extension program areas of Agriculture and Natural Resources, and youth and family 4-H.

In consideration of \$45,555 budgeted for Extension services, the Contractor shall provide the following services to Skamania County:

Under the terms of this agreement, Skamania County will:

- A. Pay the amount agreed upon semi-annually to Washington State University for Extension education services to be rendered in Skamania County.
- B. Pay the semi-annual invoice voucher from Washington State University within 30 days of receipt. Invoice to be for ½ (one-half) of the contract amount.
- C. Furnish a desk, chair and adequate office space for the 4-H Coordinator and County Extension Director.
- D. Furnish two desktop computers with monitors.
- E. Provide funding in the opinion of Skamania County Commissioners that will be adequate to carry out WSU Extension education programs for citizens of the County.
- F. Provide funding in the opinion of Skamania County Commissioners for the following:
 1. Communications - \$148.00
 2. Computer/Server Replacement Fees - \$308.00
 3. Utility Charges - \$2,301.00

Under the terms of this agreement, Washington State University will:

- A. Provide an invoice to the COUNTY for ½ (one-half) of the contracted services semi-annually.
- B. Provide the COUNTY the expertise of WSU Extension employees, to provide educational programs and support in the WSU Extension program areas of Agriculture and Natural Resources, and youth and family 4-H.
- C. The Extension Director shall allocate 20% (twenty percent) of their time to attend Skamania County Extension needs.
- D. The Extension Director will give an oral report of updates to the Board of County Commissioners the 4th (fourth) Tuesday of each month, during their regular business meeting.

ATTACHMENT "B"
2021 SERVICE CONTRACT
BETWEEN WASHINGTON STATE UNIVERSITY EXTENSION
AND SKAMANIA COUNTY

Self-Insurance Liability Program (SILP)

WSU's liability for the negligent acts of its employees is covered through the State of Washington Self-Insurance Liability Program (RCW 4.92 et. Seq.) administered by the State in Olympia. The coverage only applies when non-University employees (or their property) are injured/damaged by the negligence of a WSU employee or agent. In order for the coverage to apply, the employee or agent must have been acting in good faith on behalf of WSU and within the scope of the duties assigned to the individual by WSU at the time of loss occurs. WSU pays a substantial premium for this policy based on a five-year claim history. Examples of coverage include:

- **General Liability, including Auto Liability** Covers injury or damage to a person who is not employed by the University or to non-WSU property. The injury or damage must be caused by the negligence of WSU, its employees or agents.
- **Professional Malpractice** for faculty, staff, volunteers and students performing clinical practice on-campus. (Note: Students performing clinical practice off campus are not covered but may purchase their own separate professional liability student insurance.)

The SILP coverage:

- **Pays tort-claim judgement and settlements.**
- **Defends and indemnifies employees and authorized agents when sued personally** for negligence (so long as acting in good faith in the performance of their WSU duties).
- **Coverage does not include:**
 1. marine hull and vessel operation
 2. aircraft liability
 3. employee fidelity
 4. student sponsored events
 5. damage to state owned facilities and property
 6. injuries covered by workers compensation or similar policies
 7. injuries/damages on foreign soil

Please Note: For Liability issues not covered by the Self-Insurance Liability Program, commercial insurance may be available for purchase by Departments through the State Risk Management Office. In

order to purchase such insurance, the Department must submit a written request to the WSU Office of Risk Management and Insurance (RMI).



**SKAMANIA COUNTY TREASURER
VICKIE CLELLAND**

Skamania County Courthouse
240 NW Vancouver Ave | PO Box 790
Stevenson, WA 98648
www.skamaniacounty.org

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

January 19, 2021

Lisa L. Bruce
Extension Finance Manager
CAHNRS Finance & Administration
405 Hulbert Hall
PO Box 646241
Pullman, WA 99164-6241

Dear Lisa:

Skamania County 2021 Budget year was \$45,555.00 dollars committed to support WSU Extension. Under the existing MOA/MOU/ILA between WSU and Skamania County the funds consist of Federal Funds. We are in the process of determining funding for our 2021 Budget year so the amount for next year is undefined, but the funds will be the same, Federal.

If you have questions or would like further assistance, please call me.

Sincerely,

Vickie Clelland
Skamania County Treasurer
clelland@co.skamania.wa.us



COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS

1. Contract Number K3605

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

3. Contractor Information: Contractor: Washington State Noxious Weed Board (WSDA)
Contact Person: Mary Fee
Title: Executive Secretary
Address: PO Box 42560
Address: Olympia, WA 98504-2560
Phone: 509-249-6973

4. Brief description of purpose of the contract and County's contracted duties:
Interagency Agreement between WSDA and Skamania County for Garlic Mustard Control in Skamania County.

5. Term of Contract: From: date of last signature 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)
- Other Exempt (explain and provide RCW) Chapter 39.34, Interlocal Cooperation Act

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

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


7. Amount Budgeted in Current Year: \$ 0.00
Amount Not Budgeted in Current Year: \$ 0.00 Source:
Total Non-County Funds Committed: \$ 2,500.00 Source: WSDA
Total County Funds Committed: \$ 0
TOTAL FUNDS COMMITTED: \$ 2,500.00

8. County Contact Person: Name: Emily Stevenson
Title: Program Coordinator

9. Department Approval: 
Department Head or Elected Official Signature

10. Special Comments: Two copies to be mailed to:
Mary Fee

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	Noxious Weed _____	
<u>AGENDA DATE</u>	Department 8/24/2021	Signature
<u>SUBJECT</u>	<u>K3605 Interagency Agreement with WSDA</u>	
<u>ACTION REQUESTED</u>	Approval _____	

SUMMARY/BACKGROUND

Interagency agreement between WA State Department of Agriculture and Skamania County to control garlic mustard in Skamania County.

FISCAL IMPACT

The agreement will provide \$2,500 to Skamania County to furnish necessary personnel, equipment, material, and/or services to perform the work set forth in the agreement.

RECOMMENDATION

Review and sign page 5 of the agreement. Two originals are required to return to:
Mary Fee, WA State Noxious Weed Board
PO Box 42560
Olympia, WA 98504-2560

LIST ATTACHMENTS

Two copies of contract K3605 for signature.

**INTERAGENCY AGREEMENT
BETWEEN
THE WASHINGTON STATE DEPARTMENT OF AGRICULTURE
AND
SKAMANIA COUNTY
AND ITS AGENT
THE SKAMANIA COUNTY NOXIOUS WEED CONTROL BOARD**

THIS AGREEMENT is made and entered into by and between the Washington State Department of Agriculture, hereinafter referred to as "WSDA," and Skamania County Noxious Weed Control Board, hereinafter referred to as "Skamania County."

IT IS THE PURPOSE OF THIS AGREEMENT to provide funding for eradication of the Class A noxious weed garlic mustard (*Alliaria petiolata*) in Skamania County.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

Skamania County, through its agent the Skamania County Noxious Weed Control Board, shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work set forth in Attachment "A and B" which are attached hereto and incorporated herein.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on the date of a fully executed contract, and be completed on or before June 30, 2022, unless terminated sooner as provided herein.

COMPENSATION

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. This is a performance-based contract, in which payment to the recipient (Skamania County) is based on the successful completion of expected deliverables. The parties have determined that the cost of accomplishing the work herein will not exceed \$2,500. WSDA will not authorize reimbursement for administrative overhead charges. Only reasonable costs incurred directly related to the activities specified in the plan of work (Attachment A) and proposal (Attachment B) will be reimbursed under this Agreement. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree in writing to a higher amount prior to the commencement of any work that will cause the maximum payment to be exceeded.

BILLING PROCEDURE

Skamania County shall submit a properly completed invoice to the WSDA Agreement administrator. Reference WSDA Contract number [K3605] on each invoice. Payment to Skamania County for approved and completed work will be made by warrant or account transfer by WSDA within 30 days of receipt of the properly completed invoice. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 10 days after the expiration date or the end of the fiscal year (June 30th, 2022) whichever is earlier.

BILLING DETAIL

Each invoice voucher submitted to Agency by the Contractor shall include such information as is necessary for the Agency to determine the exact nature of all expenditures. At a minimum, the Contractor shall specify the following:

- a. WSDA Agreement Number K3605
- b. The cost for each deliverable, service provided, task completed, or item purchased.
- c. The total number of hours worked for each employee or contracted labor.
- d. The total amount of taxes. (If applicable)
- e. Any other applicable information.
- f. The total invoice charge.

DUPLICATION OF BILLED COSTS

The Contractor shall not bill the Agency for services performed under this contract, and the Agency shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

FUNDING CONTINGENCY

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to completion of the work in this Agreement, the Agency may:

- a. Terminate this Agreement with 30 days advance notice. If this Agreement is terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination;
- b. Renegotiate the terms of the Agreement under those new funding limitations and conditions;
- c. After a review of project expenditures and deliverable status, extend the end date of this Agreement and postpone deliverables or portions of deliverables; or,
- d. Pursue such other alternative as the parties mutually agree to writing.

MAINTENANCE OF RECORDS

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

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond, consistent with applicable laws. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties. However, the parties acknowledge that State Agencies are subject to chapter 42.56 RCW, the Public Records Act.

SITE SECURITY

While on Agency premises, Skamania County, its agents, employees, or Subcontractors shall comply with the Agency security policies and regulations.

RIGHTS IN DATA

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

INDEPENDENT CAPACITY

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

AGREEMENT ALTERATIONS AND AMENDMENTS

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

TERMINATION

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

TERMINATION FOR CAUSE

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

CONFLICT OF INTEREST

WSDA may, by written notice to Skamania County, terminate this Agreement if it is found after due notice and examination by the Director of the Department of Agriculture, and/or the designee authorized in writing to act on the Director's behalf, that there is a violation of the State Ethics Law, chapter 42.52 RCW; or any similar statute involving Skamania County in the

procurement of or performance under this Agreement. Unless stated otherwise, the signatory of this Agreement is the Director's designee.

In the event this Agreement is terminated as provided above, WSDA shall be entitled to pursue the same remedies against Skamania County and its agent the Skamania County Noxious Weed Control Board as it could pursue in the event of a breach of the Agreement by Skamania County. The rights and remedies of WSDA provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law.

FUNDING CONTINGENCY

WSDA may unilaterally terminate all or part of this contract, or may reduce its plan of work and budget, if there is a reduction in funds by the source of those funds, and if such funds are the basis for this Agreement.

DISPUTES

In the event that a dispute arises under this Agreement, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

LICENSING, BONDING, INDUSTRIAL INSURANCE AND OTHER INSURANCE COVERAGE

Skamania County and its agent the Skamania County Noxious Weed Control Board shall ensure that all contractors hired to perform services under this Agreement shall comply with all applicable licensing and bonding requirements for the type of service to be performed, and with the provisions of Title 51, Industrial Insurance. Skamania County and its agent the Skamania County Noxious Weed Control Board shall also ensure that all contractors provide proof of an adequate amount of commercial general liability insurance coverage for the activities to be performed under any subcontract.

GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws. In the event of a lawsuit involving this contract, venue shall be proper only in Thurston County, Washington.

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

- a. Applicable state and federal statutes and rules;
- b. The Terms and Conditions of this Agreement;
- c. Plan of work (Attachment A);
- d. Proposal (Attachment B); and
- e. Any other provisions of the Agreement, including material incorporated by reference.

ASSIGNMENT

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

WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement. Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the

terms of this Agreement unless stated to be such in writing and signed by personnel authorized to bind each of the parties.

SEVERABILITY

If any term or condition of this Agreement is held invalid, such invalidity shall not affect the validity of the other terms or conditions of this Agreement.

ALL WRITINGS CONTAINED HEREIN

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

CONTRACT MANAGEMENT

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

The Agreement administrator for WSDA is: Mary Fee, Executive Secretary
WA State Noxious Weed Control Board
P.O. Box 42560
Olympia, Washington 98504-2560
Phone: (360) 902-2053
Fax: (360) 902-2094
mfee@agr.wa.gov

The Agreement administrator for Asotin County is: Emily Stevenson, Coordinator
Skamania County Noxious Weed Control Board
PO Box 369
Stevenson, WA 98648
Phone: 509-427-3941
estevenson@co.skamania.wa.us

All communications between the parties relating to this Agreement and any billings and payments will be directed to those persons. Either party may change administrators by notifying the other in writing.

IN WITNESS WHEREOF, the parties have executed this Agreement.

STATE OF WASHINGTON
DEPT. OF AGRICULTURE

SKAMANIA COUNTY

By: _____
Title: _____
Date: _____

By: _____
Title: T.W. Lannen, Chair
Date: 8/24/21



Dated this ____ day of ____ 2021.

ATTEST:

**BOARD OF COMMISSIONERS
SKAMANIA COUNTY, WASHINGTON**

T.W. Lannen, Chairman

Richard Mahar, Commissioner

Robert Hamlin, Commissioner

Clerk of the Board

Approved as to form only:

Skamania County Prosecuting Attorney



Aye _____
Nay _____
Abstain _____
Absent _____

ATTACHMENT A

Plan of Work
Skamania County
and its agent the Skamania County Noxious Weed Control Board
Garlic Mustard Eradication
Ending June 30, 2022

The Skamania County Noxious Weed Control Board will treat the class A noxious weed, garlic mustard (*Alliaria petiolata*), with the goal of eradication.

Reimbursement for travel expenditures shall not exceed allowable costs as set forth in Washington State travel regulations, contained in the Office of Financial Management State Administrative and Accounting Manual, Chapter 10, Section 90.

DELIVERABLES

The Skamania County Noxious Weed Control Board will accomplish all proposed tasks as stated in the proposal (Attachment B). The Skamania County Noxious Weed Control Board shall submit a final written report to the Washington State Noxious Weed Control Board, on or before June 30, 2022. The report shall include, at a minimum, the following information:

1. Details of herbicide use including application methods, rates and equipment.
2. Flower and seed head control details.
3. Copies of spray records where applicable.
4. Digital and hard copy photos of the infestation before, during and after treatment.
5. Details of communication with landowners where applicable.
6. Future plan for follow-up treatments and infestation monitoring.

Attachment B, Proposal

FY22 Class A Noxious Weed Eradication Program Request for Proposals Washington State Noxious Weed Control Board

Applicant's name: Emily Stevenson

Agency/organization name: Skamania County Noxious Weed Control Board

Mailing address: PO Box 369 Stevenson, WA 98648

Email address: estevenson@co.skamania.wa.us

Phone number: 509-427-3941

Please have a representative available for questions at the Washington State Noxious Weed Control Board Meeting July 15th, either in person or via Webex. Webex login information will be sent out prior to the meeting. Proposals without representation will not be considered.

Please provide brief background information about the lead organization and partners:

The lead organization will be the Skamania County Noxious Weed Control Program. The program employs an informed and licensed staff with extensive knowledge of integrated pest management and control techniques. Skamania County has shown success in previous similar projects that have involved control and eradication of knotweed species (*Polygonum* spp.) and an ongoing control effort toward eradication of garlic mustard (*Alliaria petiolata*) and false brome (*Brachypodium sylvaticum*), resulting in a significant reduction of the infestations. Other partners that have provided their support are the Columbia Gorge Cooperative Weed Management Area, Clark County, the City of Washougal and the City of Camas, Beacon Rock State Park, The Lower Columbia Fish Enhancement Group, Skamania County Facilities and Recreation, the Wauna Lakes Resort Club, the Interlaken Resort Company, and the USFS-Columbia Gorge National Scenic Area. Other major supporters include the USFS-Gifford Pinchot National Forest, WSU-Extension, the Garlic Mustard Working Group, and the Northwest Weed Management Partnership.

Name of the Class A noxious weed: Garlic Mustard

Current total known acres in your county (please specify if using total infested acreage or total solid acreage): ~50 gross acres, ~8 infested acres

How much of this acreage/infestation will be treated in this proposed Class A eradication project?

All known garlic mustard sites in Skamania County will be treated in 2021-2022. This project will fund 7 of the 11 sites.

Please briefly describe the nature of the known infestation, including number of known sites or populations (if applicable), geographic extent, habitat types, and if the infestations are on private lands, public lands, or both. Date when infestation was first identified. There are 11 known garlic mustard sites in Skamania County on both public and private land. The infestations vary in size and density as well as length of time since first detection. All sites are treated and monitored by the Skamania County Noxious Weed Program.

Two garlic mustard sites occur on public land: one within a county park and the other in a park owned and managed by USDA National Scenic Area. Both sites are being treated by the Skamania County Noxious Weed Program and are funded by the landowner.

The largest two sites occur in large homeowner association parcels. After many years of treatment funded by the state and outreach conducted by the Skamania County NWCB, the

landowners have taken responsibility by conducting treatment themselves and funding the Skamania County NWCB to follow up and monitor. This infestation is in a forested area and remains our largest and most complex treatment area. These sites will not need funding from this request.

One site was discovered in 2017 on private land in Stevenson. The complex site consists of multiple private landowners, several home sites, lawn, and a wooded riparian area. **Funds are needed to perform treatment on this site.** We will treat this site in the spring and again in the fall with matching funds.

Another site was found in 2020 on about six acres. The five remaining sites to be treated with requested funds consists of private residences and public rights-of-way. Great strides have been made in previous years, but continual follow-up and monitoring is still needed. Sites range in age from 1-8 years.

Project area for this grant:

7 sites

22 landowners

Do you plan to treat all sites in your county or jurisdiction, or will you target specific sites?

All sites will be treated in 2021-2022.

What IPM methods and materials are to be used in the eradication project? Include information on the timing of each control measure. Please note that all treatments paid for by this pass-through funding must occur on or before June 30, 2022.

The Skamania County Noxious Weed Control Program is a member of the Garlic Mustard Working Group and continually seeks new or updated best management practices. The Weed Board has been using an integrated pest management strategy for the treatment of garlic mustard, including manual and chemical application. Starting in spring when weather allows, Skamania County staff will chemically treat garlic mustard with triclopyr (2%) and a non-ionic surfactant (1%). A couple of weeks after treatment and no later than the beginning of June, staff will revisit sites to manually remove new or missed plants. Multiple site visits occur with time in between to allow for a more complete and thorough treatment.

With matching funds, a follow-up chemical treatment (1-2% triclopyr) will be applied to rosettes in the fall. Due to the nature of the garlic mustard sites, all chemical application will be done utilizing backpack sprayers for spot treatments.

Herbicide will be applied by licensed personnel with appropriate endorsements. All necessary permits will be in place and posting requirements will be met.

What previous control work has been done (include any IPM methods)? Include information on the timing of each control measure and outcomes. If none please state so.

Garlic mustard was discovered in Skamania County in 2007. Since then, Skamania County Noxious Weed Control Board has controlled all known infestations annually. Work begins in early spring with either a chemical or manual treatment to second year plants. Crews follow up 2-3 weeks later to manually remove any new or missed plants since the initial application. In some years, a third treatment has occurred in the spring. When funding is available, crews treat all known infestations in early October with a chemical application. This has helped to lessen the amount of reproductive plants the following spring.

Please briefly describe steps to assure that all applicable laws will be followed if herbicides are used, e.g., permit coverage, applicant licensing, site-posting. Herbicide will be applied by licensed personnel with appropriate endorsements. All necessary permits will be in place and

posting requirements will be met. For private property, a permission waiver to enter and treat will be signed by the landowner prior to treatment. Landowners are contacted ahead of treatment.

Do you anticipate that enforcement of Washington State noxious weed law might be necessary in the process of the eradication? If yes, please provide a brief description of the readiness of involved county weed board(s) to carry out such enforcement within the proposal period. The proposed work in Skamania County is not expected to involve the Washington State Noxious Weed Law; landowners have shown concern and interest in eradication of this Class A noxious weed in the past. However, in the event that enforcement becomes necessary, the Skamania County Noxious Weed Board and Skamania County Prosecuting Attorney will be fully supportive of this project as they have been in the past.

If the infestation to be eradicated lies in more than one county or jurisdiction, please provide a brief description of any coordinated efforts to treat and eradicate the entire infestation in all applicable jurisdictions. N/A

Please describe local support (include match funding or in-kind efforts from local groups, county, municipalities, or volunteer efforts.)

In 2020, approximately \$9,000 cash was expended on garlic mustard eradication efforts in Skamania County, of which \$6,000 was provided by private landowners. In 2021, we received a grant from WSDA for garlic mustard eradication efforts. We expect private landowners to contribute between \$6-8k in 2021 and 2022. Public landowners also contribute approximately \$1000 per year.

Please describe any post-eradication plans to monitor the project area, prevent, and respond to any infestation. Will you be conducting any outreach with landowners to help in early detection?

Although we are seeing a huge reduction in the initial infestation, complete eradication is still a few years away, especially on the new site. Garlic mustard seeds are viable for approximately 5-10 years and so monitoring and follow-up treatments are important for at least that long. Most noxious weeds require at least 2-3 years of monitoring following eradication. Class A noxious weeds are Skamania County's top priority and our commitment to their eradication is steadfast. We are also committed to conducting outreach to affected landowners and other Skamania County residents on the importance of noxious weed control. We will be meeting with the landowners to determine the role they will play in the ongoing eradication efforts, provide a management plan, and emphasize the mandates for the control of Class A weeds. We will affirm their skills in identifying garlic mustard, its location, and the reasons for control. Other outreach will be conducted throughout the year through multiple avenues.

Estimated date when the current infestation would be eradicated (no living plants or propagules), if it were assumed that the requested funding and the matching funds of project partners were continued annually. 2028

Dollar amount of funding requested for FY22 (\$5000 maximum): \$2500

Matching funds, whether cash or in-kind, offered by other project partners not otherwise included above. Note that matching funds are not required, but discussion and disclosure of matching funds are required. If there are no matching funds, please state this.

WSDA \$5000 (cash)

Private Landowner contribution \$6000-\$8,000 (cash)

Skamania County \$500 (cash)

National Scenic Area \$500 (cash)

Private Landowners/volunteers \$1000 (in-kind)

Skamania County \$500 (in-kind)

Total Estimated Match: \$15,500

Requested Budget Breakdown:

Labor:|

85 hrs. x \$27.00 = \$2300

Supplies:

Herbicide: 50.00

Trash bags, PPE: 50.00

Travel: 100.00

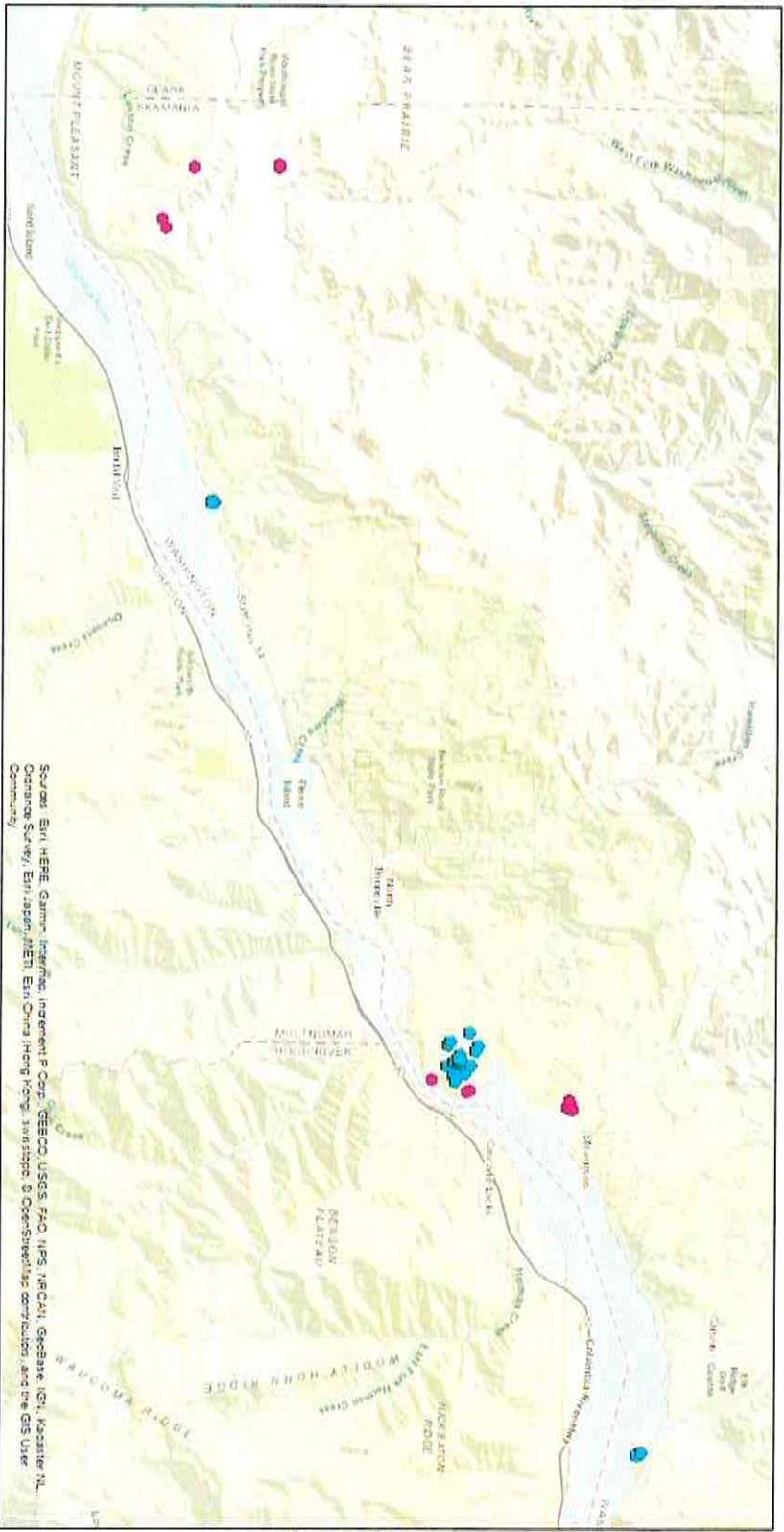
Total Request: \$2,500



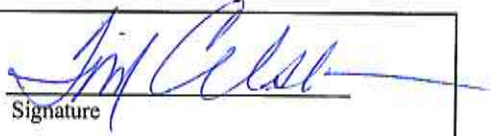
Skamania County
Noxious Weed Control Program
Funding Proposal for Garlic Mustard Eradication



- Included in WSDA funding project
- Funded by landowner



COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	Public Works Department	 Signature
<u>AGENDA DATE</u>	August 24, 2021	
<u>SUBJECT</u>	<u>Proposed contract for cleaning services at Wind River Business Park with Teshell Daney</u>	
<u>ACTION REQUESTED</u>	Approve Contract _____	

SUMMARY/BACKGROUND

The county has been seeking a cleaning service to clean the rental houses at the Wind River Business Park for several months. Public Works has contacted Carson Luxury Cabins, Skamania Lodge and we have advertised on social media. Teshell Daney is the only responsive business who can perform the work.

FISCAL IMPACT

Teshell is performing the cleaning of the buildings for the cleaning fee we charge the renter.

RECOMMENDATION

Approve the terms of the Cleaning Contract.

LIST ATTACHMENTS

Contract (2 Originals)
Contract Face Sheet

**SKAMANIA COUNTY - PROFESSIONAL SERVICE CONTRACT BETWEEN
SKAMANIA COUNTY
AND TESHELL DANNEY, CLEANING SERVICE**

THIS CONTRACT, by and between **SKAMANIA COUNTY**, a municipal corporation, hereinafter referred to as the "**COUNTY**", and **TESHELL DANNEY, OWNER**, hereinafter referred to as the "**CONTRACTOR**",

WITNESSETH THAT:

1. **AUTHORITY TO CONTRACT.**

- A. The **CONTRACTOR** covenants that the person whose signature appears as the representative of the **CONTRACTOR** on the signature page of this contract is the **CONTRACTOR'S** contracting officer and is authorized to sign on behalf of the **CONTRACTOR** and, in addition, to bind the **CONTRACTOR** in any subsequent dealings with regard to this contract, such as modifications, amendments, or change orders.
- B. The **CONTRACTOR** covenants that all licenses, tax I.D. Nos., bonds, industrial insurance accounts, or other matters required of the **CONTRACTOR** by federal, state or local governments in order to enable the **CONTRACTOR** to do the business contemplated by this agreement, have been acquired by the **CONTRACTOR** and are in full force and effect.
- C. The **COUNTY** represents that the services contracted for herein have been, or will be, appropriately budgeted for and that the **COUNTY** has the authority to contract for such services.

2. **INDEPENDENT CONTRACTOR STATUS.**

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

2. **SERVICES TO BE RENDERED.**

- A. The work to be performed by the **CONTRACTOR** consists of those services that are fully described in the contract documents marked Attachment A, consisting of a total of one page, attached hereto, and by this reference incorporated herein.
- B. Amendments, modifications, or change orders to this contract must be in writing and signed by the parties designated in this contract to be the contracting officers; provided that, change orders affecting the total contract price must be signed by the Board of Commissioners for the **COUNTY**.

2. **TERMS OF CONTRACT**

The contract shall begin on August 24, 2021, and remain in effect until cancelled in writing by either party; PROVIDED that, in the event this contract is a personal services contract, not exempt under Chapter 39.29 of the Revised Code of Washington, this contract shall not be effective until the requirements of said statute have been met. The County may terminate this contract upon five (5) days written notice.

3. **PAYMENTS FOR SERVICES.**

- A. The **COUNTY** shall pay the **CONTRACTOR** the sum of One Hundred Dollars (\$100.00) per house for cleaning services. A bill shall be submitted at the completion of each cleaning to the County.
- B. Payment on the account of the contracted services shall be made not more than weekly, based on submission by the **CONTRACTOR** to the **COUNTY**'s contracting officer of reports and invoices describing the services performed in sufficient detail to enable the **COUNTY**'s contracting officer to adequately determine the services for which payment is sought. Payment is due within thirty (30) days of submission of accepted detailed invoice.
- C. The **CONTRACTOR** agrees that funds received from the **COUNTY** can be expended for only public purposes and the **CONTRACTOR** will keep identifiable financial and performance books and records of all funds received pursuant to this contract from the **COUNTY** detailing the receipts and expenditures of such funds; that these detailed accounting records shall be made available at all reasonable times to any county, state, or federal auditor, whose duties include auditing these funds.

7. **INSURANCE (If Applicable)**

The **CONTRACTOR** agrees to save the **COUNTY** harmless from any liability that might

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

8. **INDEMNIFICATION**

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

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

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

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

9. **GOVERNING LAW.**

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

10. **ASSIGNABILITY.**

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

11. **EQUAL EMPLOYMENT OPPORTUNITY.**

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

12. **NONCOMPLIANCE WITH NONDISCRIMINATION PLAN**

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

13. **DISPUTES**

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

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

14. **WAGE AND HOUR COMPLIANCE.**

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

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

- A. The parties hereto agree that TIME IS OF THE ESSENCE of this contract.
- B. If the **CONTRACTOR** shall fail to fulfill in a timely manner any of the covenants of this agreement, the **COUNTY** shall have the right to terminate this agreement by giving the **CONTRACTOR** seven (7) day's notice, in writing, of the **COUNTY's** intent to terminate and the reasons for said termination. And in the event of any such termination the **CONTRACTOR** shall be liable for the difference between the original contract and the replacement or cover contract as well as all administrative costs directly related to the replacement contract; that in such event the **COUNTY** may withhold from any amounts due the **CONTRACTOR** for such work or completed services any balances due the Contractor, and said amounts shall be used to totally or partially offset the **COUNTY's** damages as a result of the **CONTRACTOR's** breach to the extent they are adequate.
- C. Either party may cancel the contract, without fault, by giving the other party 14 days written notice.

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

DATED: _____, 2021.

**SKAMANIA COUNTY
BOARD OF COMMISSIONERS**

TESHELL DANNEY

Chairman

Commissioner

Date

Commissioner

APPROVED AS TO FORM ONLY:

ATTEST:

Prosecuting Attorney

Clerk of the Board

ATTACHMENT A

SCOPE OF WORK

1. Provide professional cleaning services between renters at the County's rental houses at Wind River Business Park.
2. Provide all materials and supplies needed for cleaning.
3. Wash sheets, towels and bedspreads as needed during each cleaning.
4. Communicate any missing, damaged, or worn linens.
5. Communicate any needed maintenance or repairs to county staff if observed.
6. Communicate any property damage to county staff if observed.

COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS

1. Contract Number SWMLSWFA-2021-SkCoSW-00030

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

3. Contractor Information: Contractor: Washington State Department of Ecology
Contact Person: Olivia Carros
Title: Solid Waste Planner & Grants Manager
Address: PO Box 47775
Address: Olympia, WA 98504-7775
Phone: 360-995-3980

4. Brief description of purpose of the contract and County's contracted duties:
This funding will assist the County with solid waste investigation, assistance and enforcement. The
County will investigate solid waste related complaints and concerns, including the proper handling
of abandoned or illegally stored junk or nuisance vehicles.

5. Term of Contract: From: July 1, 2021 To: June 30, 2023

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

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

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

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


7. Amount Budgeted in Current Year: \$17,589.67
Amount Not Budgeted in Current Year: \$0 Source:
Total Non-County Funds Committed: \$52,769.00 Source: Department of Ecology
Total County Funds Committed: \$17,589.67
TOTAL FUNDS COMMITTED: \$70,358.67

8. County Contact Person: Name: Alan Peters
Title: Community Development Director

9. Department Approval: Department Head or Elected Official Signature

10. Special Comments:

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	<u>Community Development</u> Department	 Signature
<u>AGENDA DATE</u>	<u>August 24, 2021</u>	
<u>SUBJECT</u>	<u>Department of Ecology – Solid Waste Enforcement Grant</u>	
<u>ACTION REQUESTED</u>	<u>Approve Grant Agreement on Consent Agenda</u>	

SUMMARY/BACKGROUND

The Washington Department of Ecology has awarded Skamania County with a grant for solid waste investigation, assistant, and enforcement. The grant funds will reimburse the County for costs (including wages) incurred in the investigation of solid waste related complaints and concerns, including assisting in the proper handling of abandoned or illegally stored junk or nuisance vehicles. Departments involved in solid waste enforcement under Title 8 would be eligible for reimbursement from this grant.

The term of the contract is from July 1, 2021 through June 30, 2023.

FISCAL IMPACT

The maximum eligible costs for the term of the grant is \$70,358.67. The Department of Ecology will fund 75% of the costs (\$52,769.00) and the County will provide 25% (\$17,589.67).

RECOMMENDATION

Approve Agreement No. SWMLSWFA-2021-SkCoSW-00030 with the Department of Ecology.

LIST ATTACHMENTS

Contract Facesheet
Contract (2 copies)



Agreement No. SWMLSWFA-2021-SkCoSW-00030

SOLID WASTE MANAGEMENT LOCAL SOLID WASTE FINANCIAL ASSISTANCE AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

SKAMANIA COUNTY SOLID WASTE

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and SKAMANIA COUNTY SOLID WASTE, hereinafter referred to as the "RECIPIENT," to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	SWE Skamania Co SW
Total Cost:	\$70,358.67
Total Eligible Cost:	\$70,358.67
Ecology Share:	\$52,769.00
Recipient Share:	\$17,589.67
The Effective Date of this Agreement is:	07/01/2021
The Expiration Date of this Agreement is no later than:	06/30/2023
Project Type:	Solid Waste Enforcement

Project Short Description:

Skamania County will spend \$70,358.67 to enforce solid waste codes.

Project Long Description:

See the Scope of Work section for more detailed information related to individual Tasks.

Overall Goal:

Provide regional solutions and intergovernmental cooperation; prevent or minimize environmental contamination through planning and project implementation; and comply with state and local solid and hazardous waste management plans and laws.

Agreement No: SWMLSWFA-2021-SkCoSW-00030
Project Title: SWE Skamania Co SW
Recipient Name: SKAMANIA COUNTY SOLID WASTE

RECIPIENT INFORMATION

Organization Name: SKAMANIA COUNTY SOLID WASTE

Federal Tax ID: 91-6001363

DUNS Number: 017330861

Mailing Address: PO Box 1009
Stevenson, WA 98648

Physical Address: PO Box 1009
Stevenson, Washington 98648

Organization Email: uhlig@co.skamania.wa.us

Organization Fax: (509) 427-8937

Contacts

Agreement No: SWMLSWFA-2021-SkCoSW-00030
 Project Title: SWE Skamania Co SW
 Recipient Name: SKAMANIA COUNTY SOLID WASTE

<p>Project Manager</p>	<p>Alan Peters</p> <p>PO Box 1009 Stevenson, Washington 98648 Email: apeters@co.skamania.wa.us Phone: (509) 427-3906</p>
<p>Billing Contact</p>	<p>Alan Peters</p> <p>PO Box 1009 Stevenson, Washington 98648 Email: apeters@co.skamania.wa.us Phone: (509) 427-3906</p>
<p>Authorized Signatory</p>	<p>Alan Peters</p> <p>PO Box 1009 Stevenson, Washington 98648 Email: apeters@co.skamania.wa.us Phone: (509) 427-3906</p>

Agreement No: SWMLSWFA-2021-SkCoSW-00030
 Project Title: SWE Skamania Co SW
 Recipient Name: SKAMANIA COUNTY SOLID WASTE

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
 Solid Waste Management
 PO BOX 47600
 Olympia, WA 98504-7600

Physical Address: Solid Waste Management
 300 Desmond Drive SE
 Lacey, WA 98503

Contacts

<p>Project Manager</p>	<p>Olivia Carros</p> <p>PO Box 47775 Olympia, Washington 98504-7775 Email: OCAR461@ecy.wa.gov Phone: (360) 995-3980</p>
<p>Financial Manager</p>	<p>Olivia Carros</p> <p>PO Box 47775 Olympia, Washington 98504-7775 Email: OCAR461@ecy.wa.gov Phone: (360) 995-3980</p>

Agreement No: SWMLS WFA-2021-SkCoSW-00030
Project Title: SWE Skamania Co SW
Recipient Name: SKAMANIA COUNTY SOLID WASTE

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

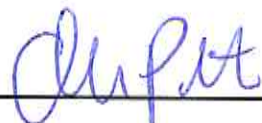
This Agreement shall be subject to the written approval of Ecology’s authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

Washington State
Department of Ecology

SKAMANIA COUNTY SOLID WASTE

By: _____

By:  _____ 8/19/2021

Laurie Davies Date

Alan Peters Date

Solid Waste Management
Program Manager

Template Approved to Form by
Attorney General's Office

Agreement No: SWMLSWFA-2021-SkCoSW-00030
Project Title: SWE Skamania Co SW
Recipient Name: SKAMANIA COUNTY SOLID WASTE

Tom Lannen



Chair, Board of County Commissioners

Date

Agreement No: SWMLSWFA-2021-SkCoSW-00030
 Project Title: SWE Skamania Co SW
 Recipient Name: SKAMANIA COUNTY SOLID WASTE

SCOPE OF WORK

Task Number: 1 **Task Cost: \$70,358.67**

Task Title: Solid Waste Investigation, Assistance, Enforcement

Task Description:

RECIPIENT will investigate solid waste related complaints or concerns, including, at RECIPIENT's discretion, assisting in the proper handling of abandoned or illegally stored junk or nuisance vehicles. RECIPIENT will also offer technical assistance about solid waste regulations and how to prevent violations, and will enforce as necessary, and provide public education about proper handling and disposal methods, and how to prevent violations.

General:

RECIPIENT employee participation in memberships, trainings, workshops, conferences, committees and or work groups must be pre-approved by ECOLOGY if not already listed as eligible in this scope of work. If travel is involved, RECIPIENT must follow the state of Washington travel requirements as prescribed in chapter 43.03 RCW and Chapter 10 of the State Administrative & Accounting Manual from the Office of Financial Management. Travel costs, including per diem, are reimbursed up to the state rate.

Costs eligible for reimbursement with supporting documentation include:

- Recipient employee time to implement the scope of work.
- Costs not listed here but pre-approved in writing by Ecology.

Costs not eligible for reimbursement:

- Overtime compensation (all hours are calculated at the regular rate of pay).
- Costs not specifically identified in the task's scope of work or pre-approved in writing by Ecology.

Task Goal Statement:

The goal of this task is to protect human health and the environment by preventing and correcting violations of solid waste rules and regulations.

Task Expected Outcome:

The RECIPIENT expects to resolve 80 solid waste complaints over the two year biennium.

Recipient Task Coordinator: Alan Peters

Solid Waste Investigation, Assistance, Enforcement

Deliverables

Number	Description	Due Date
1.1	Task Expected Outcomes are the deliverables and achieved incrementally throughout the biennium.	

Agreement No: SWMLSWFA-2021-SKCoSW-00030
 Project Title: SWE Skamania Co SW
 Recipient Name: SKAMANIA COUNTY SOLID WASTE

BUDGET

Funding Distribution EG220041

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: Skamania Co SW Funding Type: Grant
 Funding Effective Date: 07/01/2021 Funding Expiration Date: 06/30/2023
 Funding Source:

Title: Model Toxics Control Operating Account (MTCOA)
 Fund:
 Type: State
 Funding Source %: 100%
 Description: Local Solid Waste Financial Assistance

Approved Indirect Costs Rate: Approved State Indirect Rate: 30%
 Recipient Match %: 25%
 InKind Interlocal Allowed: No
 InKind Other Allowed: No
 Is this Funding Distribution used to match a federal grant? No

Skamania Co SW	Task Total
Solid Waste Investigation, Assistance, Enforcement	\$ 70,358.67

Total: \$ 70,358.67

Agreement No: SWMLSWFA-2021-SkCoSW-00030
 Project Title: SWE Skamania Co SW
 Recipient Name: SKAMANIA COUNTY SOLID WASTE

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Skamania Co SW	25.00 %	\$ 17,589.67	\$ 52,769.00	\$ 70,358.67
Total		\$ 17,589.67	\$ 52,769.00	\$ 70,358.67

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

If the scope of this Agreement includes recycling activity managed or performed by the RECIPIENT at a recycling center (such as a transfer station or drop box location) or other locations, Ecology will not reimburse disposal costs for materials collected or advertised as collected for recycling/reuse or marketed for recycling/reuse under this Agreement, unless approved in writing by Ecology. RECIPIENT must immediately notify ECOLOGY when the RECIPIENT becomes aware that disposal of materials occurred or may occur due to the market conditions for recycled/reused materials. ECOLOGY may deny new costs or require repayment of costs already reimbursed or remove the task from the Agreement or terminate the Agreement.

Ecology will conduct a risk assessment of all Local Solid Waste Financial Assistance recipients. The level of risk determines the level of oversight required by Ecology throughout the biennium. If the RECIPIENT’s performance or project circumstances change, Ecology may reassess risk and notify the RECIPIENT of any changes to administrative requirements.

RECIPIENT shall update the Spending Plan and Outcomes Data Collection form at least quarterly. The Spending Plan and Outcomes Data Collection form must be completed concurrent with the submittal of each payment Request/Progress Report. RECIPIENT shall report outcomes in a manner consistent with instructions in the Local Solid Waste Financial Assistance guidelines.

RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial (including payment requests), performance, and other reports required by this Agreement. Ecology shall have the right to deny reimbursement of payment requests received after this date.

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY

EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements

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- contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
 3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
 4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
 5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
 6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
 7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
 8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$25,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required DUNS number, at www.fsrs.gov <http://www.fsrs.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.fsrs.gov <http://www.fsrs.gov>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE

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SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#) <<https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the [System for Award Management \(SAM\)](#) <<https://sam.gov/SAM/>> exclusion list.

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GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

06/24/2021 Version

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.
 - * For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.

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- For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
- Make the IDP readily available to anyone working at the project site.
- Discuss the IDP with staff, volunteers, and contractors working at the project site.
- Implement the IDP when Cultural Resources or human remains are found at the project site.
- c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

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j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

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The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

<http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

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

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16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

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- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
 1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
 2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

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22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
 - b) Be kept in a common file to facilitate audits and inspections.
 - c) Clearly indicate total receipts and expenditures related to this Agreement.
 - d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.
- RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement. RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

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27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,
<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no

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event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions