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SKAMANIA COUNTY BOARD OF COMMISSIONERS
240 NW Vancouver Ave.
Stevenson, WA 98648
Agenda for November 15, 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.

Monday, November 15, 2021

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. Minutes of August 24, 2021
2. Minutes of November 9, 2021
3. Resolution 2021-36, Distribution of PUD Privilege Taxes received by Skamania County in 2021
4. Resolution 2021-37, Cancellation of 2021 Unclaimed Warrants
5. Modification of Agreement with the Forest Service to extend for one year until November 1, 2022, for the county to perform road work on Forest Service Road 90
6. Memorandum of Understanding between Community Events and Recreation and Community Health to facilitate venue space for COVID- 19 vaccinations and awareness
7. Interagency Reimbursement Agreement with Washington State Administrative Office of the Courts for 2021-2022 proposed Blake related expenses
8. Contract renewal with Justice AV Solutions for upkeep and maintenance of Courtroom audio/visual equipment
9. Agreement with First American Data Co. and Subsidiaries to provide digital images for the remainder of 2021
10. Agreement with First American Data Co. and Subsidiaries to provide digital images for 2022
11. Bid award to Granite Construction Company for Metzger Road Project CRP # 2020-01, Federal Aid Project # STPR-30MR (001)
12. Contract Amendment #2 with Washington State Parks for snow removal at the Wind River Area Sno-Parks
13. Contract Amendment #4 with Public Health Institute for contract tracing related to positive COVID-19 cases, adding funding
14. Interlocal agreement with Tacoma-Pierce County Health Department for food handlers' card online training, testing and issuance
15. Contract with Entrust Community Services for supported employment and community inclusion services within the Developmental Disabilities program for Klickitat and Skamania Counties
16. Contract with Columbia Pacific Construction for snow plowing of Forest Service Roads 90 and 25 for the 2021-2022 season

Continued on next page

Continued from page one

Voucher Approval

Noxious Weed Report

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

10:00 AM Department Head Reports

10:30 AM Workshop to discuss Skamania County EDC 2022 budget requests

11:15 AM Workshop to discuss the 2022 final budget

Lunch

1:30 PM Forest Service Updates

Adjourn

BOARD OF SKAMANIA COUNTY COMMISSIONERS

**Skamania County Courthouse
240 NW Vancouver Ave. Lower Level, Room 18
Stevenson, WA 98648**

Minutes for Meeting of August 24 , 2021

The Board of Commissioners met for a staff meeting at 9:00 a.m. on Tuesday, August 24, 2021, at the Commissioners' Meeting Room, 240 NW Vancouver Avenue, Stevenson, WA with Commissioners Robert Hamlin, and Richard Mahar, Vice-Chair present. Commissioner T.W Lannen, Chair was attending an AFRC meeting. Debi VanCamp, Human Resources Administrator reported on COVID 19 exemption forms, and union negotiations. Toni Farris, Probation Officer reported on new client intakes and court cancellations. Sophie Miller, Senior Services Program Manager reported on an open position for dispatch, vacations and meal sites. Heidi Penner, Financially Management Administrator reported on the annual reports, ARPA funds processes, a scheduled FMO Group meeting and the Preliminary Budget for 2022. Debbie Slack, Clerk of the Board. Debbie Slack, Clerk of the Board reported on State Auditor's exit recommendations and Title III.

The meeting recessed at 9:20 a.m.

The Commissioners' business meeting was called to order at 9:40 a.m. on Tuesday, August 24, 2021, at the Commissioners' Meeting Room, 240 NW Vancouver Avenue in Stevenson, with Commissioners Robert Hamlin and Richard Mahar, Vice Chair present.

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

There was no public comment.

Commissioner Hamlin moved, seconded by Commissioner Mahar and the motion passed unanimously to approve the Consent Agenda as follows:

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

Commissioner Hamlin moved, seconded by Commissioner Mahar and the motion carried unanimously to approve vouchers for the period dated August 24, 2021, in the total amount of \$236,859.88 with \$57,286.57 being Current Expense, covering warrant numbers 182963 through 183024.

Somer Meade, Washington State University Extension, 4-H Coordinator reported on the 2021 Fair. She also reported on the mentoring program Forest Youth Success. Hannah Brause, WSU Extension Director reported on various meetings and programs she's involved with.

Commissioner Hamlin moved, seconded by Commissioner Mahar and the motion carried unanimously to approve a Letter of Engagement with Teresa Johnson, CPA for calculation of lost revenue for 2020.

Commissioner Hamlin moved, seconded by Commissioner Mahar and the motion carried unanimously to approved Resolution 2021-06, Regarding the Wind River Nursery Conveyance.

The Board reported on various meetings they attended. Commissioner Hamlin reported on Homeless Housing, Wind River Business Park Advisory Committee, and discussed Forest Service Memorandum of Agreement. Commissioner Mahar reported on the Fair official de-briefing meeting, and a WSAC Virtual call related to COIVD 19.

The meeting recess at 9:59 a.m. and reconvened the same day at 10 a.m. the same day.

The Board met for Department Head reports.

Alan Peters, Community Development Director reported on the Building and Environmental Health Department. He reported there are planning vacancies for two positions. The positions have been advertised and it closes August 31, 2021.

Commissioner T.W. Lannen joined the meeting at 10:06 a.m.

Tamara Cissel, Community Health Deputy Director reported on being inundated with COVID work. The Pfizer booster vaccination was approved for 16 years of age and older by the FDA on August 23, 2021. She reported 43 shots were given at Care A Van that was stationed at the fairgrounds during the fair. She also reported employees in Community Health must be vaccinated by October 14, 2021.

The meeting recessed at 10:18 a.m. and reconvened the same day at 11:03 a.m. with Commissioners Bob Hamlin, Richard Mahar and T.W. Lannen, Chair present.

The Board participated in a workshop with the Financial Management Group, Elected Officials and Department Heads to discuss County finances. The July revenue and expenditure report was presented by Heidi Penner, Financial Management Administrator. She also discussed ARPA funds.

The meeting adjourned at 11:46 a.m.

ATTEST:

**BOARD OF COMMISSIONERS
SKAMANIA COUNTY, WASHINGTON**

Commissioner

Commissioner

Clerk of the Board

Commissioner

Aye _____
Nay _____
Abstain _____
Absent _____

BOARD OF SKAMANIA COUNTY COMMISSIONERS
Skamania County Courthouse
240 NW Vancouver Ave. Lower Level, Room 18
Stevenson, WA 98648
Minutes for Meeting of November 9, 2021

The Board of Commissioners met for a staff meeting at 9:05 a.m. on Tuesday, November 9, 2021 at the Commissioners' Meeting Room, 240 NW Vancouver Avenue, Stevenson, WA with Commissioners Richard Mahar, Robert Hamlin and T.W. Lannen Chair present. Toni Farris, Probation Officer reported on client check-ins and emails. Sophie Miller, Senior Services Program Manager reported on getting her new service up and running. Debi Van Camp, Human Resources Administrator reported on union negotiations and phone upgrades. Heidi Penner, Financial Management Administrator reported on the 2022 Preliminary Budget and the debit card statement for October.

The meeting recessed at 9:20 a.m.

The Commissioners' business meeting was called to order at 9:31 a.m. on Tuesday, November 9, 2021, at the Commissioners' Meeting Room, 240 NW Vancouver Avenue in Stevenson, with Commissioners Richard Mahar, Robert Hamlin and T.W. Lannen, Chair present.

The Pledge of the Allegiance was led by Heidi Penner, Financial Management Administrator.

Mary Repar, Home Valley commented on maintenance of the fairgrounds.

Commissioner Mahar moved, seconded by Commissioner Hamlin and the motion carried unanimously to approve the Consent Agenda as follows:

1. Minutes for August 10, 2021
2. Minutes for October 19, 2021
3. Resolution 2021-35, Joint Resolution of the Clark County Council and the Klickitat and Skamania Boards of County Commissioners, to appointing Penny Love-Henslee as Clark County's designee to Position 1 on the Fort Vancouver Regional Library Board of Trustees
4. Bid Award to Western Cascade Container, LLC for two (2) 50-yard drop boxes with lids
5. Agreement with Black Knight Real Estate LLC to be reimbursed for digitized documents provided by Auditor's office
6. Interagency Data Sharing Agreement with the Washington State Auditor's Office for Skamania County Emergency Medical Services District #1 – 3120
7. Contract Amendment #7 with Washington Department of Veteran's Affairs for Vet Van operations in 2021 and 2022
8. Set a Public Hearing for 5:30 p.m. December 14, 2021, to take public comment and consider the 2022-2027 Six Year Transportation Improvement Program
9. Interlocal Agreement with Skamania County Public Hospital District to provide IT services to the Hospital district
10. Memorandum of Agreement with Mid-Columbia Fisheries to continue partnering with the County to improve the High Bridge Park area.
11. Contract Amendment #12 with Beacon Health Options, Inc. to update verbiage, extend terms and add 2% rate increase
12. Contract Amendment #1 with Washington State Military Department and NHTSA to replace the original budget categories to hardware and software only

Commissioner Mahar moved, seconded by Commissioner Hamlin and the motion passed unanimously to approve vouchers for the period dated November 9, 2021, in the total amount of \$332,097.83 with \$139,646.37 being Current Expense, covering warrant numbers 184138 through 184225.

Commissioner Mahar moved, seconded by Commissioner Hamlin and the motion passed unanimously to approve payroll for the period of October 16 – 31, 2021 in the amount of \$672,943.64 with \$380,565.01 being Current Expense, covering payroll warrant numbers 43421 through 43439 and direct deposit numbers 71193 through 71370.

Commissioner Hamlin moved, seconded by Commissioner Mahar and the motion passed unanimously to approve a revised job description for the Community Development Office Assistant V position.

Commissioner Hamlin moved, seconded by Commissioner Mahar and the motion passed unanimously to approve a letter of support for the Port of Skamania County.

The Board reported on various meetings they attended. Commissioner Mahar reported on a Developmental Disabilities meeting, a Senior Advisory meeting and a WSAC meeting about the OSHA directive. Commissioner Hamlin reported on a MCEDD Executive meeting, a SW Clean Air meeting and the MCEDD Symposium. Commissioner Lannen reported on the FEMA Flood Plan, a FMO meeting and questions about Private Harvest Tax, an AFRAC discussion, and IT meeting, a zoom session about OSHA requirements and a DNR call concerning timber volume.

The Board met for Department Head reports. Tamara Cissell, Community Health Deputy Director reported on Public Health, Developmental Disabilities and Homeless Housing. Tim Elsea, Public Works Engineer and Director reported on the 2019 Highway Safety Program, the 2021 Highway Safety Program, Buildings and Grounds, County Road, and a break in at the District 2 County Road Shop.

The meeting recessed at 10:17 a.m. and reconvened the same day at 10:46 a.m. with Commissioners Richard Mahar, Robert Hamlin and T.W. Lannen, Chair present.

The Board participated in a workshop to discuss a Veteran's Service Officer.

The meeting recessed at 11:13 a.m. and reconvened the same day at 5:31 p.m. with Commissioners Richard Mahar, Robert Hamlin, and T.W. Lannen, Chair present.

The Board held a public hearing to consider the adoption of the 2022 Preliminary Budget.

Commissioner Hamlin moved, seconded by Commissioner Mahar and the motion passed unanimously to adopt the 2022 Preliminary Budget.

Commissioner Mahar moved, seconded by Commissioner Hamlin and the motion passed unanimously to set a public hearing to consider adoption of the 2022 Final Budget and to consider setting the 2022 Current Expense and County Road Property Tax Levies.

The meeting adjourned at 5:35 p.m.

ATTEST:

**BOARD OF COMMISSIONERS
SKAMANIA COUNTY, WASHINGTON**

Commissioner

Commissioner

Clerk of the Board

Commissioner

Aye _____
Nay _____
Abstain _____
Absent _____

RESOLUTION 2021-36

**(Distribution of PUD Privilege Taxes received by
Skamania County in 2021)**

WHEREAS, the Legislature of the State of Washington has a privilege tax upon public utility districts as set forth in Chapter 54.28 RCW; and

WHEREAS, public utility districts in Cowlitz County, Klickitat County and Skamania County are engaged in the business of manufacturing and selling electricity; and

WHEREAS, Chapter 54.28.090 of the Revised Code of Washington provides for the distribution by the Board of County Commissioners of the privilege taxes levied pursuant to said statute among the various taxing districts of the county; and

WHEREAS, said statute provides that not less than an amount equal to three fourths (3/4ths) of one percent (1%) of the gross revenue obtained by a district from the sale of electric energy within any incorporated city or town shall be remitted to such city or town and, with this exception, the Board of County Commissioners may distribute said sums in the manner deemed most equitable by them; and

WHEREAS, the Treasurer of Skamania County has received from the State Treasurer a privilege tax of \$149,473.39 from various public utility districts subject to Chapter 54.28 RCW; and

WHEREAS, at this time the County deems it is in the best interest of the County, to distribute the required amounts to the Cities of Skamania County; and \$130,484.25 to be deposited into the County's Current Expense Fund; and

NOW, THEREFORE, BE IT RESOLVED that pursuant to RCW 54.28.090 the Treasurer of Skamania County is hereby directed to distribute the aforesaid taxes as follows:

City of Stevenson	\$ 13,214.71
City of North Bonneville	\$ 5,774.43
Current Expense (0010.000)	<u>\$130,484.25</u>
Total to be Distributed Per Resolution 2021-36	\$149,473.39

PASSED IN REGULAR SESSION this 15th day of November 2021.

**BOARD OF COMMISSIONERS
SKAMANIA COUNTY, WASHINGTON**

T.W. Lannen, Commissioner

ATTEST:

Richard Mahar, Commissioner

Debbie Slack, Clerk of the Board

Robert Hamlin, Commissioner

APPROVED AS TO FORM ONLY:

Adam Kick, Prosecuting Attorney

Aye _____
Nay _____
Abstain _____
Absent _____



**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

November 08, 2021

Tom Lannen, Chair
Board of County Commissioners
Skamania County
Stevenson, WA 98648

Dear Tom:

PUD Privilege Tax was posted 07/07/2021 in the amount of \$149,473.39.

The cities are to receive not less than the following amounts per RCW 54.28.090:

City of Stevenson (\$1,761,962.00 @ $\frac{3}{4}$ of 1%)	\$ 13,214.71
City of North Bonneville (\$769,925.00 @ $\frac{3}{4}$ of 1%)	\$ 5,774.43
Balance for Commissioners to Distribute	<u>\$130,484.25</u>
Total to Distribute	\$149,473.39

Attached is RCW 54.28.090, information on the distribution of these funds.

Sincerely,

Vickie Clelland
Skamania County Treasurer





Public Utility District No. 1

of Skamania County

Post Office Box 500 • Carson, WA 98610
Phone (509) 427-5126 • Fax (509) 427-8416
Toll Free (800) 922-5329

October 25, 2021

Skamania County Treasurer's Office
Vickie Clelland, Treasurer
PO Box 790
Stevenson, WA 98648

Re: City Taxable Revenues

Dear Vickie:

Skamania County PUD No. 1 collected taxable revenues within the below listed city boundaries in 2020 as follows.

City of Stevenson	\$1,761,962
City of North Bonneville	\$ 769,925

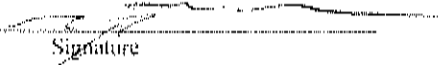
If you have any questions or need additional information please let me know.

Sincerely,

Randy Payne
Skamania County PUD No. 1
Manager of Finance & Administration

cc: Meagan Mikkonen, Senior Accountant
Skamania County PUD No. 1

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	<u>Robert Waymire, Auditor</u> Department	 Signature
<u>AGENDA DATE</u>	_____	
<u>SUBJECT</u>	<u>2021 Cancellation of Unclaimed Warrants</u>	
<u>ACTION REQUESTED</u>	<u>Approval to Cancel Warrants</u>	

SUMMARY/BACKGROUND

Skamania County Auditor's office has reviewed the Unclaimed Warrants for Accounts Payable and Payroll and have determined that the attached Warrants need to be sent to the Department of Revenue. With that we would like you to approve the attached Resolution to allow our Treasurer to cancel these Warrants.

FISCAL IMPACT

The warrants have been paid previously, the funds are held in house until owners contact the Department of Revenue to have the Warrant reissued so there is no fiscal impact.

RECOMMENDATION

I recommend that the BOCC approve the attached resolution.

LIST ATTACHMENTS

Resolution
List of Unclaimed Warrants

Resolution No. 2021 - 37

(Cancellation of Unclaimed Warrants)

WHEREAS, RCW 36.22.100 provides that all county warrants not presented within one year of the date of their issue shall be cancelled by the legislative authority of the county and the Auditor and Treasurer of the county shall cancel all record of such warrants, so as to leave the funds as if such warrants had never been drawn; and

WHEREAS, it has been brought to the attention of the Board of County Commissioners that the warrants listed below were issued more than twelve (12) months from the date hereof and have not been presented for payment;

NOW THEREFORE BE IT RESOLVED by this Board of County Commissioners that pursuant to RCW 36.22.100 the County Auditor and the County Treasurer of Skamania County are hereby directed to cancel the following warrants issued by Skamania County that have been outstanding for more than one year without being presented for payment.

These warrants are shown on the following page.

PASSED in regular session this

SKAMANIA COUNTY

BOARD OF COMMISSIONERS

_____ Chairman

_____ Commissioner

_____ Commissioner

APPROVED AS TO FORM ONLY:

ATTEST:

Prosecuting Attorney

Clerk of the Board

<u>Warrant #</u>	<u>Date issued</u>	<u>Vendor #</u>	<u>Amount</u>
162027	8/15/2017	14781	\$ 44.26
162033	8/15/2017	14783	\$ 13.21
162034	8/15/2017	14784	\$ 31.40
162043	8/15/2017	14787	\$ 15.35
162064	8/15/2017	14790	\$ 15.35
162086	8/15/2017	13620	\$ 18.03
162690	10/3/2017	14826	\$ 15.35
162706	10/3/2017	14833	\$ 16.42
163033	10/24/2017	14864	\$ 11.07
163194	10/31/2017	00839	\$250.00
163645	12/5/2017	14907	\$ 16.42
163664	12/5/2017	14912	\$ 13.21
163878	12/19/2017	14926	\$ 10.00
163941	12/19/2017	09392	\$ 10.00
164288	1/11/2018	09105	\$ 16.99
164586	2/6/2018	14956	\$ 17.63
164601	2/6/2018	09922	\$ 24.27
164955	3/6/2018	14991	\$ 97.96
164990	3/6/2018	15002	\$ 11.64
165000	3/6/2018	15005	\$ 10.00
165381	3/27/2018	15036	\$ 19.62
165402	3/27/2018	15039	\$ 16.54
166082	5/22/2018	15058	\$ 33.44
166092	5/22/2018	15059	\$ 1.64
166099	5/22/2018	13407	\$ 33.98
166119	5/22/2018	15064	\$ 15.45
166124	5/22/2018	09922	\$ 55.26
167151	7/26/2018	05490	\$219.96
168433	10/30/2018	09756	\$ 15.45
168435	10/30/2018	15125	\$ 17.09
168448	10/30/2018	15127	\$ 28.53
168965	12/11/2018	15163	\$ 25.07
169416	1/15/2019	15196	\$ 16.54
169421	1/15/2019	15197	\$ 13.27
169432	1/15/2019	15199	\$ 23.08
169723	1/29/2019	15232	\$ 31.80
170146	2/26/2019	12630	\$101.95

170308	3/12/2019	00585	\$1,652.53
170548	3/26/2019	14007	\$ 49.77
170617	4/2/2019	12109	\$ 2.76
171063	5/7/2019	15285	\$ 19.28
171282	5/21/2019	15286	\$ 16.96
171309	5/21/2019	15345	\$ 23.45
171361	5/21/2019	14669	\$ 35.44
171367	5/21/2019	14788	\$ 25.58
171395	5/21/2019	15331	\$ 40.08
171548	5/29/2019	13439	\$ 10.00
171746	6/11/2019	11215	\$ 25.66
41351	4/25/2018	08924	\$261.52
41355	4/25/2018	08923	\$ 40.00
41486	7/10/2018		\$ 27.47
41990	4/10/2019	08923	\$ 40.00
42241	8/22/2019	08923	\$ 35.00

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	<u>Public Works</u> Department	 Signature
<u>AGENDA DATE</u>	<u>November 16, 2021</u>	
<u>SUBJECT</u>	<u>Amendment to Cost Share Agreement with USFS (Forest Service)</u>	
<u>ACTION REQUESTED</u>	<u>Board to Authorize Chair to sign the Modification of Agreement</u>	

SUMMARY/BACKGROUND

Background: In June 2021, Skamania County and the Forest Service entered into a cooperative agreement for the county to perform road work on Forest Road 90. Due to unforeseen circumstances, the county was not able to perform all of the work by the end of the contract period (November 1, 2021). This amendment will extend the agreement for 1 year, but all other provisions of the agreement will remain in place.

FISCAL IMPACT

None beyond the original agreement.

RECOMMENDATION

BOCC to Authorize Chair to sign Modification of Agreement, extending the term for one-year.

LIST ATTACHMENTS

Contract Face sheet
Modification of Agreement



MODIFICATION OF GRANT OR AGREEMENT

PAGE OF PAGES

1 2

1. U.S. FOREST SERVICE GRANT/AGREEMENT NUMBER: 21-CS-11060300-009 Road Maintenance Forest Road 90	2. RECIPIENT/COOPERATOR GRANT or AGREEMENT NUMBER, IF ANY:	3. MODIFICATION NUMBER: 1
4. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING GRANT/AGREEMENT (unit name, street, city, state, and zip + 4): Gifford Pinchot National Forest 501 E 5 th Street Building 404 Vancouver, WA 98661	5. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING PROJECT/ACTIVITY (unit name, street, city, state, and zip + 4): Gifford Pinchot National Forest 501 E 5th Street Building 404 Vancouver, WA 98661	
6. NAME/ADDRESS OF RECIPIENT/COOPERATOR (street, city, state, and zip + 4, county): Skamania, County Of 170 NW Vancouver Ave Stevenson, WA 98648-6447	7. RECIPIENT/COOPERATOR'S HHS SUB ACCOUNT NUMBER (For HHS payment use only):	

8. PURPOSE OF MODIFICATION

CHECK ALL THAT APPLY:	This modification is issued pursuant to the modification provision in the grant/agreement referenced in item no. 1, above.
<input checked="" type="checkbox"/>	CHANGE IN PERFORMANCE PERIOD: Extend from November 1, 2021 to November 1, 2022 for continuation of the project. All previously obligated funds remain available for use.
<input type="checkbox"/>	CHANGE IN FUNDING:
<input type="checkbox"/>	ADMINISTRATIVE CHANGES:
<input checked="" type="checkbox"/>	OTHER (Specify type of modification): See Box 9 for updated provisions.

Except as provided herein, all terms and conditions of the Grant/Agreement referenced in 1, above, remain unchanged and in full force and effect.

9. ADDITIONAL SPACE FOR DESCRIPTION OF MODIFICATION (add additional pages as needed):
 For provisions IV. E. Payment/Reimbursement and V. M. Program Performance Reports, the due date for the final invoice and final performance report have been extended from 90 to 120 days.

10. ATTACHED DOCUMENTATION (Check all that apply):

<input type="checkbox"/>	Revised Scope of Work
<input type="checkbox"/>	Revised Financial Plan
<input type="checkbox"/>	Other:

11. SIGNATURES

AUTHORIZED REPRESENTATIVE: BY SIGNATURE BELOW, THE SIGNING PARTIES CERTIFY THAT THEY ARE THE OFFICIAL REPRESENTATIVES OF THEIR RESPECTIVE PARTIES AND AUTHORIZED TO ACT IN THEIR RESPECTIVE AREAS FOR MATTERS RELATED TO THE ABOVE-REFERENCED GRANT/AGREEMENT.

11.A. SKAMANIA COUNTY PUBLIC WORKS SIGNATURE (Signature of Signatory Official)	11.B. DATE SIGNED	11.C. U.S. FOREST SERVICE SIGNATURE ANGELA ELAM Digitally signed by ANGELA ELAM Date: 2021.11.01 10:51:23 -07'00' (Signature of Signatory Official)	11.D. DATE SIGNED
11.E. NAME (type or print): TOM LANNEN		11.F. NAME (type or print): ERICH VEACH	
11.G. TITLE (type or print): Chair of the Board of County Commissioners		11.H. TITLE (type or print): Forest Supervisor	

12. G&A REVIEW

12.A. The authority and format of this modification have been reviewed and approved for signature by: JESSICA CLARK Digitally signed by JESSICA CLARK Date: 2021.11.01 12:37:31 -07'00' JESSICA CLARK U.S. Forest Service Grants & Agreements Specialist	12.B. DATE SIGNED
(21-CS-11060300-009 MOD 1)	



Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS

1. Contract Number _____

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

3. Contractor Information: Contractor: Community Health
Contact Person: Tamara Cissell
Title: Department Administrator/ Manager
Address: PO Box 1492
Address: Stevenson, WA 98648
Phone: 509-427-3850

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

5. Term of Contract: From: January 21, 2021, To: December 31, 2021

6. Contract Award Process: (Check appropriate box)

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

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

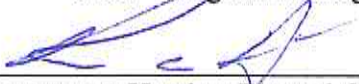
Public Works Construction & Improvements Projects – RCW 36.32.250 & 39.04.155 (Public Works, B&G, Capital Improvements Only)

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

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

8. County Contact Person: Name: Alex Hays
Title: Program Manager

9. Department Approval:



Department Head or Elected Official Signature

10. Special Comments: _____

COMMISSIONER'S AGENDA ITEM COMMENTARY

SUBMITTED BY Alex Hays – Community Events
Department



Signature

AGENDA DATE November 15, 2021

SUBJECT: MOU agreement between Community Health and Community Events and Recreation

ACTION REQUESTED: Approve the MOU

SUMMARY/BACKGROUND

Skamania County Community Health has been working with Community Events and Recreation, who has helped them facilitate venue space for the Covid-19 vaccinations and awareness. They have interest in continuing the partnership with rentals and support and have desire to create a working MOU.

FISCAL IMPACT

Community Health would pay the Class III price for any rentals that they use. Any rental payments would be paid in 2022.

RECOMMENDATION

Approve the MOU

LIST ATTACHMENTS

Contract
Facesheet

MEMORANDUM OF UNDERSTANDING

BETWEEN
SKAMANIA COUNTY COMMUNITY EVENTS AND RECREATION
AND
SKAMANIA COUNTY COMMUNITY HEALTH

I. INTRODUCTION

THIS AGREEMENT for rental of specific areas of the Skamania County Fairgrounds and the Hegewald Center is entered into between Skamania County Community Events and Recreation (Community Events) and Skamania County Community Health (Community Health). Community Events and Recreation is tasked to rent out facilities for Skamania County and the Skamania County Community Health is the interested party to rent the facility

WHEREAS, the Covid-19 pandemic has created a need for Skamania County Community Health to rent out facilities to offer services to the community.

WHEREAS, the need for rental space depends on many factors, so the availability needs to be flexible for Community Health.

WHEREAS, Community Events also rents out these facilities to the general public and hold festivals during the course of the year. Other Skamania County departments utilize the space as well.

WHEREAS, Community Events and Recreation and Community Health agree to work together to be able to provide needed services, while still allowing for general rentals and festivals to happen.

WHEREAS, Community Events agrees to make available the Hegewald Center Auditorium, the Ballfields, the Midway, and the Exhibit Hall every day as needed to the Health Department at the Class III rate.

THEREFORE, Skamania County Community Events and Recreation and Skamania County Community Health agree it is in the best interest of all concerned to enter into this Memorandum of Understanding.

II. DEFINITIONS

- A. **Make Available** -- for the purpose of this Memorandum of Understanding, Skamania County Community Events will help ensure that Community

Health has a rental space on any day of the week if needed. This may be a full space or a partial space depending on other festivals or rentals and the volume of work that needs to be completed by Skamania County Community Health.

- B. **Rental** -- for the purpose of this Memorandum of Understanding, Skamania County Community Events will charge Community Health for every day that a space is held for them.

III. ELIGIBILITY DETERMINATION

- A. Rental of any facility is the sole discretion of the Program Manager of Skamania County Community Events and Recreation. All needs from Community Health will be emailed in advance to ensure any accommodations can be met in a timely manner.

IV. GUIDING PRINCIPLES

All parties under this Memorandum of Understanding recognize the goals and the services that need to be provided to the community at large will take communication and partnership to be successful.

V. SKAMANIA COUNTY COMMUNITY EVENTS RESPONSIBILITIES –

- A. Provide the Auditorium, Exhibit Hall, Ballfields, and Midway to Community Health for vaccinations.
- B. Be timely with scheduling events.
- C. Work with Community Health to find a reasonable solution if the event space is already rented.

VI. SKAMANIA COUNTY COMMUNITY HEALTH RESPONSIBILITIES –

- A. Communicate to Skamania County Community Events and Recreation any needs in a timely fashion.
- B. Work with Community Events and Recreation to find a reasonable solution if the event space is already rented.

VII. TERM

This Agreement will be in effect from January 21, 2021 through December 31, 2021. Otherwise, this Agreement may be terminated in accordance with Section VIII: Termination.

VIII. TERMINATION

Community Events and Recreation may terminate their participation with this Agreement for any reason by giving thirty (30) days written notice prior to the termination of services.

IX. NONDISCRIMINATION

There will be no discrimination of any eligible tenant on account of race, color, creed, religion, sex, marital status, sexual orientation, age, handicap, ancestry, or national origin in the availability and delivery of supportive services.

X. AMENDMENTS

This Agreement may be amended only with the mutual consent of Skamania County Community Events and Skamania County Community Health.

Director of Community Health

Date

Program Manager of CE&R

Date

Dated this _____ day of _____, 2021.

ATTEST:

**BOARD OF COMMISSIONERS
SKAMANIA COUNTY, WASHINGTON**

Chairman

Commissioner

Clerk of the Board

Commissioner

Approved as to form only:

Skamania County Prosecuting Attorney

Aye _____
Nay _____
Abstain _____
Absent _____

COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS

1. Contract Number IAA22186

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

3. Contractor Information: Contractor: AOC
Contact Person: Christopher Stanley
Title: Chief Financial Management Officer
Address: PO Box 41170
Address: Olympia, WA 98504-1170
Phone: (360) 890-2549

4. Brief description of purpose of the contract and County's contracted duties:
Limited Public Defense Grant to provide indigent defense representation for eligible persons seeking to vacate felony convictions and/or to be re-sentenced pursuant to State v. Blake, 481 P. 3d 521.

5. Term of Contract: From: 07/01/2021 To: 06/30/2022

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) _____

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

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

7. Amount Budgeted in Current Year: \$
Amount Not Budgeted in Current Year: \$ Source: _____
Total Non-County Funds Committed: \$192,949 Source: AOC
Total County Funds Committed: \$
TOTAL FUNDS COMMITTED: \$192,949

8. County Contact Person: Name: *Grace Cross*
Title: *Skamania County Clerk*

9. Department Approval: *Grace D. Cross*
Department Head or Elected Official Signature

10. Special Comments: _____

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	Department	Signature
<u>AGENDA DATE</u>		
<u>SUBJECT</u>	2021-2022 Proposed Blake related expenses contract with AOC	

SUMMARY/BACKGROUND

The Administrative office of the Courts has received funding to reimburse the County for expenses related to the Blake ruling. This includes Judicial, Prosecutorial, Defense expenses as well as a specific portion to be reimbursed for LFO's.

FISCAL IMPACT

\$192,949 disbursement to Skamania County as approved annually by AOC.

RECOMMENDATION

Review and Approve Contract

LIST ATTACHMENTS

2021-2022 Proposed Skamania County/Administrative Office of the Courts Contract IAA22186
County GAL Coordination/training Contract

INTERAGENCY REIMBURSEMENT AGREEMENT IAA22186
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AND
SKAMANIA COUNTY

THIS REIMBURSEMENT AGREEMENT (Agreement) is entered into by and between the Administrative Office of the Courts (AOC) and Skamania County, for the purpose of reimbursing Skamania County (County) for extraordinary costs of resentencing and vacating sentences under *Blake* and for the cost of refunding legal financial obligations (LFOs) under the *Blake* decision.

1. PURPOSE

The purpose of this Agreement is to provide reimbursements to assist Counties with extraordinary judicial, prosecutorial, or defense-related costs of resentencing and vacating the sentences of defendants whose convictions or sentences in Superior Court and District Court are affected by the *State v. Blake* decision and to provide reimbursements to assist Counties who have reimbursed or will reimburse LFOs to defendants whose convictions or sentences in Superior Court and District Court are affected by the *State v. Blake* decision.

2. REIMBURSEMENT

- A. Extraordinary Expenses Reimbursement. AOC shall reimburse the County up to a maximum of **\$96,000** for extraordinary judicial, prosecutorial, or defense-related costs of resentencing and vacating the sentences of defendants whose convictions or sentences are affected by the *State v. Blake* decision incurred during the period of February 25, 2021 to June 30, 2022. No reimbursement will be made under this Agreement for resentencing or vacation costs incurred after June 30, 2022, and any reimbursement requests in excess of this amount will be denied. If additional funding is appropriated by the Legislature for these purposes, the amount of reimbursement under this Agreement may be increased by agreement of the parties.
- B. LFO Reimbursement. AOC will reimburse the County up to a maximum of **\$96,949** for payments made by the County during the period February 25, 2021 to June 30, 2022 pursuant to court order which required reimbursement by the State of Washington of legal and financial obligations. No reimbursement will be made under this Agreement for resentencing or vacation costs incurred after June 30, 2022, and any reimbursement requests in excess of this amount stated in this Section 2 (b) will be denied. If additional funding is appropriated by the Legislature for these purposes, the amount of reimbursement under this Agreement may be increased by

agreement of the parties. Nothing in this Agreement requires the County to make payments pursuant to a court order when the funds available for reimbursement are less than the amount of the payment.

- C. General. AOC shall provide reimbursement to the County for approved and completed reimbursements by warrant or account transfer within 30 days of receipt of a properly completed A-19 invoice and the completed data report as required below.

3. PERIOD OF PERFORMANCE

Performance under this Agreement begins **July 1, 2021**, regardless of the date of execution, and ends on **June 30, 2022**. The period of performance may be amended by mutual agreement of the parties if the Legislature provides additional funding or time for these purposes.

4. TERMS OF REIMBURSEMENT

a) The County shall request reimbursement as follows:

1. The County will submit its A-19 invoices monthly to countyreimbursements@courts.wa.gov. A-19 invoices submitted under this agreement must include:
 - a. Payment documents from the County indicating the amounts expended, the recipients, and the date of expenditure.
 - b. Sufficient information to allow AOC to determine that the costs reimbursed are extraordinary judicial, prosecutorial, or defense-related costs of resentencing and vacating the sentences of defendants whose convictions or sentences are affected by the *State v. Blake*.
 - c. Proper coding for expenses under both 2.A. and B. For Skamania County, expenses under 2.A. must be coded **40130**, and reimbursement under 2.B. must be coded **40100**.
2. The County shall provide a monthly report to AOC that must contain at a minimum:
 - a. A list of any case numbers associated with the services provided;
 - b. A breakdown of expenses by judicial, prosecutorial, and defense-related costs;
 - c. The amount of LFOs reimbursed, with the case number associated with that amount.
 - d. Any positions supported by these funds, broken down by judicial, prosecutorial, and defense-related positions; and
 - e. Data, including case numbers and aggregate data on the number and type of cases:

- i. Vacated under *Blake*;
 - ii. Resentenced under *Blake*; and
 - iii. Being worked on under *Blake*.
- b) By May 1, 2022, the County agrees to report any allocated funds under either 2. A. or B. that it will be unable to spend during the term of the contract, or any additional funds it anticipates needing during the term of the contract should additional funds become available. AOC reserves the right to reallocate funds that are reported to be unable to be spent.

5. AGREEMENT ALTERATIONS AND AMENDMENTS

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

6. 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 must be construed to conform to those laws.

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

- a. Applicable state and federal statutes and rules;
- b. This Agreement; and
- c. Any other provisions of the agreement, including materials incorporated by reference.

7. WAIVER

A failure by either party to exercise its rights under this Agreement does not preclude that party from subsequent exercise of such rights and is not a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

8. SEVERABILITY

If any provision of this Agreement, or any provision of any document incorporated by reference is held invalid, such invalidity does 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.

9. AGREEMENT MANAGEMENT

The program managers noted below are responsible for and are the contact people for all communications and billings regarding the performance of this Agreement:

AOC Program Manager	County Program Manager
<p>Christopher Stanley Chief Financial and Management Officer PO Box 41170 Olympia, WA 98504-1170 christopher.stanley@courts.wa.gov (360) 890-2549</p>	<p><i>Grace Cross</i> Skamania County Clerk 240 NW Vancouver Ave. Stevenson, WA 98648 CROSS@CO.SKAMANIA.WA.US 509-427-3770</p>

10. ENTIRE AGREEMENT

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 are considered to exist or to bind any of the parties to this agreement unless otherwise stated in this Agreement.

AGREED:

Administrative Office of the Courts

Skamania County

 Signature Date

Grace D. Cross 11/08/2021
 Signature Date

Christopher Stanley
 Name

Grace D. Cross
 Name

Chief Financial and Management Officer
 Title

Skamania co. clerk
 Title

DATED: _____

Chair, Board of Commissioners

Commissioner

Commissioner

APPROVED AS TO FORM ONLY:



Adam N. Kick, Prosecuting Attorney

Clerk of the Board

COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS

1. Contract Number _____

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

3. Contractor Information: Contractor: JAVS (Megan Molnar, Contract Admin)
 Title: Justice Audio/Visual Solutions
 Address: PO Box 950110
 Address: Louisville KY 40295-0110
 Phone: (502) 244-8788

4. Brief description of purpose of the contract and County’s contracted duties:
Annual renewal contract for upkeep/maintenance of Courtroom audio/visual equipment

5. Term of Contract: From: 01/01/2022 To: 12/31/2022

6. Contract Award Process: (Check appropriate box)

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

- Exempt (Purchase is \$2,500 or less upon order of the Board of Commissioners)
- Informal Bid Process (Formal Quotes between \$2,500 and \$25,000)
- Formal Sealed Bid Process (Purchase is over \$25,000)
- This contract was awarded under RCW _____ or Skamania County Code _____.
Please provide a summary of the competitive process by which this contract was awarded or the exemption and why it applies.

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: \$8,646.00 Superior Court – Repairs & Maintenance
8. Amount Not Budgeted in Current Year \$ Source: _____
Total Non-County Funds Committed: \$ Source: _____
Total County Funds Committed: \$8,646.00
TOTAL FUNDS COMMITTED: \$8,646.00

9. County Contact Person: Name: Pamela Bell
 Title: Superior Court Administrator

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

11. Special Comments:

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	Superior Court	
<u>AGENDA DATE</u>	Department	Signature
<u>SUBJECT</u>	<u>November 16, 2021</u>	
<u>ACTION REQUESTED</u>	<u>Review & Approve Contract</u>	
	<u>Renewal of Contract for JAVS Courtroom system Maintenance</u>	

SUMMARY/BACKGROUND

2022 Annual contract for Audio/Visual services maintenance, repair and support agreement for courtroom recording system.

FISCAL IMPACT

\$8,646.00

RECOMMENDATION

Review and Renew contract

LIST ATTACHMENTS

JAVS Maintenance & Support Contract for 2022



Classic Coverage Extended Warranty, Preventative Maintenance and Support Agreement

This Extended Warranty, Preventative Maintenance, and Support Agreement "Agreement" is entered into by and between Justice AV Solutions "JAVS" and Skamania County Superior Court "Customer" located in Stevenson, WA for the period of January 1, 2022 extending through December 31, 2022.

WHEREAS, Customer is in possession of the JAVS recording system(s) more particularly identified in Attachment A "System":

WHEREAS, JAVS will provide the following Extended Warranty Coverage, Preventative Maintenance, Support, and Services so as to maximize the reliability of Customer's systems(s) "Services;":

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the parties hereby agree as follows:

A. DEFINITIONS

- o *CODEC*-Technically known as the video conferencing unit (VCU), the codec compresses and decompresses data for video signals.
- o *Extended Warranty*-Coverage of JAVS provided equipment to include repair or replacement for a specified period after the expiration of the original warranty.
- o *Preventative Maintenance (PM)*-The scheduled cleaning and adjustment of JAVS provided systems as outlined in the respective agreement.
- o *Service*-The provision for onsite technical support, user training, and servicing JAVS provided equipment as defined by the contract.
- o *Standard Travel*-Travel within the contiguous 48 states and within a 150-mile radius (300 miles round trip) of closest stationed JAVS service technician.
- o *Support*-Remote phone and online troubleshooting and diagnostics.
- o *Travel Premium*-Travel within the contiguous 48 states more than the 150-mile radius (300 miles round trip) from the closest stationed JAVS service technician calculated as a round trip distance less standard 300 miles divided by 70 MPH times the applicable hourly rate.
- o *Warranty*-Coverage of JAVS provided equipment to include repair or replacement for a period of 1 year from the date of install.

B. SERVICES

1. Help Desk Support. In the event of a System(s) malfunction or questions about system operation, the Customer is encouraged to contact the JAVS help desk by phone at 877-528-7457 or via email at helpdesk@javs.com Monday-Friday 8:00 am to 9:30 pm EST. Calls after 9:30 pm local time will normally go to voicemail and be addressed at the beginning of the next business day. JAVS trained help desk staff to provide immediate troubleshooting, training, and diagnostics on common issues that can be resolved quickly. JAVS also provides on-line PC support and training through your internet connection. If the issue requires an on-site technician, our help desk will gather the necessary contact information including the: contact's name, phone number, city, system identification number, and detailed description

of the issue. The contact information is used by JAVS to log/track issues properly, assign priority levels based on contract status, and dispatch the appropriate technician to the Customer location.

2. **Response Times.** In the event that a component from Attachment A requires an on-site repair to address a reported issue, JAVS will schedule a visit during regular business hours. The response time is conditional to Customer's approved room and equipment availability and the severity of the issue, which is measured in four priority levels: Urgent, High, Normal, and Supportive. Any variation from the timeframes referenced below will be discussed and mutually agreed upon by Customer and JAVS. For clarification, the priority levels are described in Attachment B.
3. **Extended Warranty.** **Extended warranty is available on JAVS provided and installed equipment less than 5 years old, based on the date of installation.**
JAVS will provide and provision a prolonged warranty on JAVS supplied equipment, both of JAVS manufacture and third party, outside of the manufacturer's standard warranty. JAVS will attempt to repair the faulty equipment dependent upon parts and courtroom availability. If the equipment is not repairable in the field, JAVS at its discretion, will either provide a temporary unit until the original equipment is repaired and reinstalled, or a permanent exchange will be put in service. If the covered equipment requiring repair is no longer available or deemed non-repairable, JAVS will be responsible for the replacement product and all costs associated with its replacement.

Non-warranted equipment:

JAVS provided and installed equipment older than 5 years old, based on the date of installation.

JAVS will attempt to repair the faulty equipment, dependent upon courtroom availability. For non-warranted equipment, the Customer is responsible for the cost of all repair parts, including shipping. From time to time, non-warranted equipment may be deemed non-repairable. If the non-warranted equipment is not repairable in the field, the Customer is responsible for the cost of the replacement product(s). JAVS recorders older than 5 years old, are not eligible for repair involving part(s) replacement and require the purchase of new recorder at client expense. For replacement items purchased from JAVS, JAVS will provide labor at no charge.

Components of Polycom Video Conferencing Codecs are included with this agreement. The Codec unit itself has optional coverage directly through Polycom and is separate from this agreement. After the expiration of the initial warranty separate support coverage is available through Polycom. If the court wishes to renew the warranty, please reach out to megan.molnar@javs.com to request a quote.

4. **On-site Warranty Support.** JAVS will provide on-site warranty services, which include removing equipment and forwarding to the manufacturer for repair, installing loaner and/or new equipment as deemed necessary by JAVS, and re-installing repaired equipment; on all products listed on Attachment A.
5. **Preventative Maintenance.** JAVS will perform a bi-annual inspection, review, and operational test of the System and make adjustments as deemed necessary by JAVS. Preventative Maintenance includes updating any System software and firmware as required. All Preventative Maintenance will be coordinated and scheduled with a Customer appointed representative to occur during regular business

hours. JAVS will provide documentation to the Customer via a Preventative Maintenance form detailing the status of each system which includes key system information and hard drive capacity of the System. JAVS will document and test each function/mode of the entire System(s) which includes the automatic audio and video mixer/switcher, control boxes, microphones, cameras, time and date generator, monitors, streaming servers, recorders, PA processors and speakers, private mode feed muting, playback/presentation, assisted listening devices and audio/video conferencing to ensure proper creation of the audio/video record and system operation.

C. EXCLUSIONS

Notwithstanding anything to the contrary elsewhere in this Agreement, JAVS shall have no responsibility and/or liability regarding the following:

1. All video conferencing equipment, bandwidth, network stability, and call quality issues are the responsibility of the court. *
2. Normal wear and tear items such as back-up UPS batteries and projector lamps. *
3. Consumable items such as batteries, CD's, DVD's, printer paper, and print cartridges. *
4. Services, software, hardware, and Operating Systems that are no longer supported by a third party. *
5. Upgrades of Systems which would transition from analog camera systems to digital, or major software version upgrades, such as AutoLog 7 to AutoLog 8.
6. Vandalism (including inmate abuse), deliberate tampering with the System, intentional or unintentional damage caused by other contractors/staff, attempted repair and/or maintenance by any personnel not employed by JAVS. *
7. Repair or replacement of any equipment in the event of damage due to negligence or other claims covered by Customer's insurance. *
8. Customer-provided or non-JAVS certified equipment, hardware, and software. *
9. Moving of equipment. *
10. Customer requested on-site advanced training. *
11. Repairs and/or service that requires reconfiguring JAVS equipment due to changes made by Customer's third-party hardware, network, anti-virus settings, or any local IP provider connection (i.e. change of IP address or network configuration, video conferencing connection issues) *
12. Lost records or data recovery due to equipment failure, computer viruses, or Customer user error.
13. Migration of Customer recordings for archival, retention, and restoration. *
14. Shipping delays for repair, loaner or replacement parts and equipment.

*Customer approval required to perform services for the indicated Exclusions, which will be billed at current labor rates plus parts and expenses if applicable.

FEES/PAYMENTS for exclusions

A fee of \$150.00 per hour (1-hour minimum) plus *Travel and expenses, will apply for each request for on-site service for services not covered by this agreement. Travel time is defined as a portal to portal.

D. TERMS

1. Effective Date. The Agreement begins **January 1, 2022** and will continue for a period of **1 year** thereafter.
2. Fees: Payments. In consideration of JAVS provision of the Services, Customer pays a fixed fee of

\$8,646.00 "Fee" plus any applicable state taxes. Payment of Fee will be made within 30 days from the date of the invoice.

BREAKDOWN OF MAINTENANCE FEE

Contract Period: January 1, 2022 - December 31, 2022

MAC-00288

Courtroom	Number/Location	SID#	System Description	Maintenance Fee
	Superior Court	SID-01177	Centro CX Recording System	\$ 8,541.00
	Jail Arraignment	SID-89558	VCU Accessories	\$ 105.00
Total				\$ 8,646.00

Note: A. JAVS reserves the right to review and recalculate fees associated with the service agreement and adjust accordingly for the next contract period. Changes in the pricing of fees reflect added coverage for new equipment and/or services not previously covered under the service agreement and/or the removal of equipment that is no longer covered. This review is performed prior to the delivery of the subsequent agreement and can affect your agreement fees for that period.

3. Billing of Excluded Services. A fee of \$150.00 per hour (one-hour minimum) plus expenses will be charged for any excluded services (Includes Video Conferencing Systems, see Section C.) requested by the Customer for on-site support.

4. Refunds. Refunds of Fees payable hereunder will be limited to a pro-rated portion calculated per business day of the total amount paid for the Agreement in the event that agreed response time is not met. The pro-rated portion of the Agreement Fees payable to Customer as a refund shall be limited to the number of days required to respond that are in excess of the agreed response period. No refund shall be payable for days that JAVS does not have access to the covered equipment. No refund shall exceed the value of the Agreement. A request for a pro-rated refund payable to Customer for a decommissioned System(s) must be received in writing.

E. NO WAIVER

WHETHER BY CHOICE OR NEGLIGENCE JAVS FAILURE TO ENFORCE ANY TERM, EXCLUSION, OR LIMITATION HEREIN SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF JAVS RIGHT TO ENFORCE ANY TERM, EXCLUSION, OR LIMITATION CONTAINED IN THIS AGREEMENT.

F. LIMITATION OF LIABILITY

JAVS DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH IN THIS AGREEMENT OR ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR PRODUCTS NOT BEING AVAILABLE FOR USE OR FOR LOST DATA OR SOFTWARE. SOME STATES (OR JURISDICTIONS) DO NOT ALLOW THE EXCLUSION OR


LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

G. DISPUTE RESOLUTION

ANY CLAIM, DISPUTE, OR CONTROVERSY, WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHETHER PRE-EXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, COMMON LAW, INTENTIONAL TORT, AND EQUITABLE CLAIMS AGAINST JAVS arising from or relating to this Agreement, its interpretation, performance, or the breach, termination or validity thereof, the relationships which result from this Agreement, including, to the full extent permitted by applicable law, limitations of liability, indemnity, and relationships with third parties, JAVS advertising, or any related purchase or service SHALL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION ADMINISTERED BY THE NATIONAL ARBITRATION FORUM (NAF) under its Code of Procedure then in effect (available via the Internet at <http://www.arb-forum.com/>, or via telephone at 800-474-2371).


ACCEPTED BY CUSTOMER

Skamania County Superior Court

Signature 
Name Randall C. Krog
Title Superior Court Judge
Date 10/21/21
Phone # Pam Bell 509-427-3765
Email bell@co.skamania.wa.us

ACCEPTED BY JAVS

Justice AV Solutions

Signature 
Name Megan Molnar
Title Contract Administrator
Date October 1, 2021
Phone # 502.489.5118
Email Megan.molnar@javs.com

ACCEPTED BY CUSTOMER

Additional Court Representative (if required by court)

Signature _____
Name _____
Title _____
Date _____

Customer contact for scheduling of maintenance/repair

Name _____
Title _____
Phone _____
Email _____

DATED: _____

Chair, Board of Commissioners

Commissioner

Commissioner

APPROVED AS TO FORM ONLY:

Adam N. Kick, Prosecuting Attorney

Clerk of the Board



Skamania County Superior Court
Stevenson, WA

CLASSIC COVERAGE EXTENDED WARRANTY, PRESENTATIVE MAINTENANCE AND SUPPORT AGREEMENT

Account #	SID #	QTY	Item #	Description	Install Date	Service	Warranty	5 Year Date
Superior Court								
50488	SID-01177	1	JAV-CENTRO-CX	JAVS CENTRO CX RECORDING SYSTEM JAVS Centro CX Ethernet Controlled Audio/Video Processor Base Unit with Castro CX software	3/13/2017	Yes	Yes	3/13/2022
50488	SID-01177	2	JAV-SW-AL7	AUTOLOG & DIGITAL RECORDERS "Autolog 7" Session Logging and Control Software	3/13/2017	Yes	Yes	3/13/2022
50488	SID-01177	1	JAV-REC8-SD-M	Recorder 8 Standard with Multichannel Audio via MIRC Card and All-in-One capture card	9/25/2020	Yes	Yes	9/25/2025
50488	SID-01177	1	JAV-REC8-SD-S	Recorder 8 Standard with Stereo Audio & Video via All-in-One capture card	9/25/2020	Yes	Yes	9/25/2025
50488	SID-01177	1	JAV-GS108	8-Port 10/100/1000 Fast Ethernet Gigabit Switch	3/13/2017	Yes	Yes	3/13/2022
50488	SID-01177	2	JAV-SW-S75	Scheduler 7 Session Scheduling Software	3/13/2017	Yes	Yes	3/13/2022
50488	SID-01177	1	JAV-SW-P75	Publisher 7 Session Publishing Software	3/13/2017	Yes	Yes	3/13/2022
50488	SID-01177	1	JAV-SW-V7P	Viewer 7 Pro Session Viewing Software for Transcription	3/13/2017	Yes	Yes	3/13/2022
50488	SID-00177	1	JAV-VS7100	IP Audio/Video Encoder	8/27/2010	Yes	No	3/13/2022
50488	SID-00177	1	JAV-CT4A-JUN1	JAVS USB Network Interface	8/27/2010	Yes	No	
50488	SID-00177	1	JAV-PDR-DRMK	Dual Rackmount Kit. Includes (1) DDVR-MB Center Bracket (2) DDVR-EAR Rackmount Ears	8/27/2010	Yes	No	
50488	SID-00177	1	JAV-PC-F5108	Netgear 8 Port 10/100 Fast Ethernet Switch w/Auto Uplink.	8/27/2010	Yes	No	
50488	SID-01177	1	JAV-AFS2	PA SYSTEM - REUSE EXISTING AMPLIFIER	3/13/2017	Yes	Yes	3/13/2022
50488	SID-00177	1	CEQ280	Dual Channel Advanced Feedback Suppression Processor	4/4/2003	Yes	No	
50488	SID-00177	1	B45	Peavey Feedback EQ Crown Power Amp	4/4/2003	Yes	No	
SPEAKERS - REUSE EXISTING								
COURTROOM MICROPHONES								
50488	SID-01177	8	JAV-PM14	JAVS FlexMic with Multicolor LED and Touch Button	3/13/2017	Yes	Yes	3/13/2022
50488	SID-01177	4	JAV-PLX-CB	FlexMicrophone Plexiglass - C Bend	3/13/2017	Yes	Yes	3/13/2022
50488	SID-01177	2	JAV-PLX-SF	FlexMicrophone Plexiglass - Short Flat	3/13/2017	Yes	Yes	3/13/2022
50488	SID-01177	2	JAV-PLX-SL	FlexMicrophone Plexiglass - Short L Bend	3/13/2017	Yes	Yes	3/13/2022
50488	SID-01177	1	JAV-MPA-PHX	Centro Microphone Pre-Amp Adapter with 3-Pos Phoenix Connector	3/13/2017	Yes	Yes	3/13/2022
50488	SID-00177	1	JAV-ATW-1302	Wireless Microphone Bundle with 1 Handheld Microphone. Includes: ATW-RC13 Rack-mount receiver chassis ATW-RU13 receiver unit ATW-T1002 handheld dynamic microphone/transmitter.	7/22/2020	Yes	Yes	7/22/2025
50488	SID-00177	1	JAV-MPA-PHX	Microphone Pre-Amp Adapter with 3-Pos Phoenix connector for adding non-FlexMics to the JAVS Processor	7/22/2020	Yes	Yes	7/22/2025
HEADSETS								
50488	SID-01177	1	JAV-CHG-520	5-Bay Drop-In Charger for WIR RX20	10/19/2020	Yes	Yes	10/19/2025
50488	SID-01177	5	JAV-IR-RX20	Stethoscope-Style IR Receiver, 2.3/stereo/2.8MHz, rechargeable	10/19/2020	Yes	Yes	10/19/2025
COURTROOM CAMERAS								
50488	SID-01177	5	JAV-JC11N	NTSC "FlexCamera"	3/13/2017	Yes	Yes	3/13/2022
50488	SID-01177	3	JAV-ENZ-S5-S0	Standard Lens 5mm - 50mm	11/7/2017	Yes	Yes	11/7/2022
A/V FEED FOR ADMIN OFFICE								
50488	SID-01177	1	JAV-CENTRO-RCA	Centro RCA Outcut Cable (Required to connect external A/V Outputs)	3/13/2017	Yes	Yes	3/13/2022



Sikamania County Superior Court
Stevenson, WA

CLASSIC COVERAGE EXTENDED WARRANTY, PREVENTATIVE MAINTENANCE AND SUPPORT AGREEMENT

Account #	SID #	QTY	Item #	Description	Install Date	Service	Warranty	5 Year Date
50488	SID-01177	1	JAV-CENTRO-CHA	HEADPHONE AMPLIFIER AND HEADPHONES				
50488	SID-01177	1	JAV-HD-22	Centro Headphone Amplifier	3/13/2017	Yes	Yes	3/13/2022
				Stereo Headset	3/13/2017	Yes	Yes	3/13/2022
50488	SID-01177	1	JAV-FC1LN	CHAMBERS OPTION				
50488	SID-01177	1	JAV-JM14	REUSE EXISTING MONITOR, CAMERA MOUNT AND LENS				
50488	SID-01177	1	JAV-PLX-SL	NTSC "FlexCamera"	3/13/2017	Yes	Yes	3/13/2022
50488	SID-01177	1	JAV-CENTRO-RCA	JAYS FlexMic with Multifactor LED and Touch Button	3/13/2017	Yes	Yes	3/13/2022
				FlexMicrophone Plexiglass - Short L Bend	3/13/2017	Yes	Yes	3/13/2022
				Centro RCA Output Cable (Required to connect external A/V Outputs)	3/13/2017	Yes	Yes	3/13/2022
50488	SID-01177	2	JAV-LED-19	MONITORS				
50488	SID-01177	2	JAV-K1W110B	19" Class LED TV and Media Player Input: HDMI, PC VGA + 3.5mm audio, Composite video + audio, Coaxial RF (Cable/Antenna) Output: Coaxial digital audio, 3.5mm headphone	3/23/2018	Yes	Yes	3/23/2023
				Kontour™ K1W Dynamic Wall Mount, 1 Monitor. For 10 - 30"	3/23/2018	Yes	Yes	3/23/2023
50488	SID-01177	1	JAV-LED-49	COURTROOM MONITOR ON CART				
50488	SID-01177	1	JAV-MV-STAT4B	49" Edge LED Commercial Lite Integrated HDTV	3/13/2017	Yes	Yes	3/13/2022
50488	SID-01177	1	JAV-CENTRO-RCA	Static Wall Mount Large Format Flat Screen Low Profile 55"-7"	3/13/2017	Yes	Yes	3/13/2022
				Centro RCA Output Cable (Required to connect external A/V Outputs)	3/13/2017	Yes	Yes	3/13/2022
50488	SID-01177	1	JAV-WIR-SYS	ASSISTED LISTENING				
				SoundPlus Courtroom Advantage Value System--1 WIRTX50 combination modulator and emitter system; 3 WIRRX18-2 headset type style headset receivers; 1 WIRRX22-4N body pack, 4 channel IR receiver; 1 NKL001	3/13/2017	Yes	Yes	3/13/2022
				Merckloop; 1 HED021 Headphone; 1 CHG518 headphone charger				
50488	SID-01177	1	JAV-CENTRO-ALA	Centro Assisted Listening Adapter	3/13/2017	Yes	Yes	3/13/2022
50488	SID-01177	2	JAV-WIR-RX20	Stethoscope-Style IR Receiver, 2.3/stereo/2.8MHz, rechargeable	7/24/2020	Yes	Yes	7/24/2025
50488	SID-01177	3	JAV-BAT-AP11A	Rechargeable NiMH Battery for WIR RX-18 infrared receiver.	7/24/2020	Yes	Yes	7/24/2025
50488	SID-01177	2	JAV-DXW-2-S1B	LAPTOP INPUTS AT LAW TABLES				
50488	SID-01177	2	JAV-DSKB-2G	Aurora HDBaseT Transmitter & Receiver 2 Gang Connection Plate Kit	3/13/2017	Yes	Yes	3/13/2022
50488	SID-01177	1	JAV-VS-44HN	2 Gang Desktop Mounting Box	3/13/2017	Yes	Yes	3/13/2022
50488	SID-01177	1	JAV-SC-CSV-HDMI	4x4 HDMI Matrix Switcher RS-232, Ethernet, & IR	3/13/2017	Yes	Yes	3/13/2022
50488	SID-01177	1	JAV-VHD-HD2CV	Composite/S-Video to HDMI Up-Converter	3/13/2017	Yes	Yes	3/13/2022
50488	SID-01177	1	JAV-A3-PHX	HDMI or DVI to Composite Video & Audio Scan Converter	3/13/2017	Yes	Yes	3/13/2022
50488	SID-01177	4	JAV-MHD-3PROBLK	Line Level Audio Input with Phoenix Connection	3/13/2017	Yes	Yes	3/13/2022
50488	SID-01177	1	JAV-CENTRO-RCA	3" MicroFlex Pro AV/IT Series High Speed HDMI Cable with Pro Grip	3/13/2017	Yes	Yes	3/13/2022
				Centro RCA Output Cable (Required to connect external A/V Outputs)	3/13/2017	Yes	Yes	3/13/2022
50488	SID-01177	1	JAV-UH-10T	HDMI FEED TO MONITOR (CONNECTED BY 4X4 HDMI SWITCHER LISTED ABOVE)				
50488	SID-01177	2	JAV-AHD-3PROBLK	HDMI/DVI over UTP Extender with HDBaseT up to 230' Sender & Receiver	3/13/2017	Yes	Yes	3/13/2022
50488	SID-01177	2	JAV-STP-R34S	3" MicroFlex Pro AV/IT Series High Speed HDMI Cable with Pro Grip	3/13/2017	Yes	Yes	3/13/2022
				EXT Ground CAT5E/6 for use w/ HD Base T equipment(s)	3/13/2017	Yes	Yes	3/13/2022
50488	SID-01177	1	JAV-MM1000RM2U	EQUIPMENT RACK - REUSE EXISTING JAVS				
50488	SID-00177	1	IB8GS	On-Line UPS 1000VA/800W	3/13/2017	Yes	Yes	3/13/2022
				Line Protector	4/4/2003	Yes	No	



Skamania County Superior Court
Stevenson, WA

CLASSIC COVERAGE EXTENDED WARRANTY, PREVENTATIVE MAINTENANCE AND SUPPORT AGREEMENT

Account #	SID #	QTY	Item #	Description	Install Date	Service	Warranty	5 Year Date
50488	SID-00177	2	PS8	Electropac Filter	4/4/2003	Yes	No	
50488	SID-00177	1	JA-U	JAVS Equipment Rack (Upright)	4/4/2003	Yes	No	
50488	SID-00177	1	JAV1000	JAVS DA Rackmount	4/4/2003	Yes	No	
50488	SID-01177	1	JAV-CENTRO-RCA	Donna Wood's Office Centro RCA Output Cable (Required to connect external A/V Outputs)	3/6/2020	Yes	Yes	3/6/2025
50488	SID-01177	1	JAV-LED-32	32" WQHD (2560 x 1440) High Resolution Monitor HDMI DVI Display Port	3/6/2020	Yes	Yes	3/6/2025
50488	SID-01177	1	JAV-ST640	Universal Tilt Wall Mount for 23" to 46" LCD Monitors	3/6/2020	Yes	Yes	3/6/2025
50488	SID-01177	1	JAV-ATW-1302	WIRELESS MICROPHONES AND ACCESSORIES Wireless Microphone Bundle with 1 Handheld Microphone. Includes: ATW-RC13 Rack-mount receiver chassis, ATW-RU13 receiver unit, ATW-T10G2 handheld dynamic microphone/transmitter.	7/21/2020	Yes	Yes	7/21/2025
50488	SID-01177	1	JAV-MPA-PHX	Microphone Pre-Amp Adapter with 3-Pos Phoenix connector for adding non-FlexMics to the JAVS Processor	7/21/2020	Yes	Yes	7/21/2025
50488	SID-01177	1	JAV-MS-12CE	Low-Profile Mic Stand 34" - 62" Height Adjustable Ebony Tube & Base	10/19/2020	Yes	Yes	10/19/2025
50488	SID-01177	1	JAV-AT8456a	Quiet-Flex™ Microphone Stand Clamp For Audio Technica Wireless Microphones	10/19/2020	Yes	Yes	10/19/2025
50488	SID-01177	1	JAV-MS-12CE	Low-Profile Mic Stand 34" - 62" Height Adjustable Ebony Tube & Base	10/19/2020	Yes	Yes	10/19/2025
50488	SID-01177	1	JAV-AT8456a	Quiet-Flex™ Microphone Stand Clamp For Audio Technica Wireless Microphones	10/19/2020	Yes	Yes	10/19/2025
50488	SID-01177	1	JAV-ATW-RU13	Receiver unit for System 10 PRO systems	10/19/2020	Yes	Yes	10/19/2025
50488	SID-01177	1	JAV-ATW-T1002	System 10 Handheld Unidirectional Microphone/Transmitter	10/19/2020	Yes	Yes	10/19/2025
50488	SID-01177	2	JAV-MHD18G-3PROBLK	WEB STREAMING MicroFlex Pro AV/IT Certified 4K60 18G High Speed HDMI Cable with ProGrip Jet Black 3ft	9/25/2020	Yes	Yes	9/25/2025
50488	SID-01177	1	JAV-VIM-2HM	1.2 HDMI Distribution Amplifier - HDCP Compliant Enhanced EDID & Audio -- E	9/25/2020	Yes	Yes	9/25/2025
50488	SID-01177	1	JAV-10004853	SDI H.264/H.265 1080p60 HEVC Streaming Encoder	9/25/2020	Yes	Yes	9/25/2025
50488	SID-01177	1	JAV-RK-T2B-B	JURY BOX DISPLAY 19-Inch Rack Adapter. Holds 2 MegaTOOLS	12/11/2020	Yes	Yes	12/11/2025
50488	SID-01177	2	JAV-TP-789R	4K60 4:2:0 HDMI HDCP 2.2 Bidirectional PoE Receiver with RS-232 & IR over Long-Reach HDBaseT	12/11/2020	Yes	Yes	12/11/2025
50488	SID-01177	1	JAV-VMA-2HDT	1.2+1.4K60 4:2:0 HDMI to Long-Reach HDBaseT DA (HDMI Input w/ Loop Out, 2 HDBaseT Outputs) (Use w/ TP-580R)	12/11/2020	Yes	Yes	12/11/2025
50488	SID-01177	2	JAV-JG9	EQUIPMENT RACK & WIRE MANAGEMENT JAVS Slim Line Power Strip and Conditioner	12/11/2020	Yes	Yes	12/11/2025
50488	SID-01177	1	JAV-PTRK-21	21 RU Portable Rolling Rack with Locking Front & Rear Doors Depth: 21.5" Height: 45.91" Width: 22.59"	12/11/2020	Yes	Yes	12/11/2025
50488	SID-01177	1	JAV-PTRK-RR21	Rear rail kit for PTRK portable rack	12/11/2020	Yes	Yes	12/11/2025
50488	SID-01177	4	JAV-UTRI-MIP	Half Depth, single Rack space shelf	12/11/2020	Yes	Yes	12/11/2025
50488	SID-01177	2	JAV-VTF1	1 Gang Single Equipment Rack Blank Perforated	12/11/2020	Yes	Yes	12/11/2025
50488	SID-01177	1	JAV-GROUPS00-0X	VIDEO CONFERENCING Realpresence Group 500-720p, 500 HD Codec Eagle Eye IV Maintenance Contract Required #8619154E80ESCV Warranty Exp. 7/30/2024 *JAVS supplied Polycom unit does not affect the price of JAVS Support Agreement. Accessories to the CODEC supplied by JAVS are included under coverage and maintenance fees. After the expiration of the initial warranty separate support coverage is available through Polycom. If the court wishes to renew the warranty, please reach out to megan.molinar@jav.com to request a quote.	9/25/2020	Yes	Yes	12/30/1904



CLASSIC COVERAGE EXTENDED WARRANTY, PREVENTATIVE MAINTENANCE AND SUPPORT AGREEMENT

Stamania County Superior Court
Stevenson, WA

Account #	SID #	QTY	Item #	Description	Install Date	Service	Warranty	5 Year Date
50488	SID-01177	1	JAV-AT-HD530	HDMI/DVI to Composite and 5-Video Down-Converter with HDMI Loop Thru	9/25/2020	Yes	Yes	9/25/2025
50488	SID-01177	2	JAV-MHD18G-18INPROBLK	MicroFlex Pro AV/IT Certified 4K60 18G High Speed HDMI Cable with ProGrip Jet Black 1.5ft	9/25/2020	Yes	Yes	9/25/2025
50488	SID-01177	1	JAV-A3-PHX	Auxiliary Audio Input with Phoenix Connection	9/25/2020	Yes	Yes	9/25/2025
50488	SID-01177	1	JAV-VP-410	Composite Video & Stereo Audio to HDMI Scaler Audio — U/E	9/25/2020	Yes	Yes	9/25/2025
50488	SID-01177	1	JAV-GRUP310-4X	<p>VIDEO CONFERENCING</p> <p>RealPresence Group 310 - 720p; Group 310 HD-codec, EagleEye IV cam, mic array, univ. remote, NTSC/PAL Cables: 1 HDMI 1.8m, 1 CAT 5E LAN 3.6m, 1 HDX1 digital 3m, Power: AMER - Type 8, NEMA 5-15. Maintenance Contract Required</p> <p>#BGZ00352678EDP Warranty Exp. 11/21/2021</p> <p>*JAVS supplied Polycom unit does not affect the price of JAVS Support Agreement. Accessories to the CODEC supplied by JAVS are included under coverage and maintenance fees.</p> <p>After the expiration of the initial warranty separate support coverage is available through Polycom. If the court wishes to renew the warranty, please reach out to megan.molinar@javs.com to request a quote.</p>	12/11/2020	*No	No	
50488	SID-01177	1	JAV-ACC-320	Power Strip for the LCD Monitor Cart	12/11/2020	Yes	Yes	12/11/2025
50488	SID-01177	1	JAV-ACC-VCS	SmartMount* Video Conferencing Camera Shelf	12/11/2020	Yes	Yes	12/11/2025
50488	SID-01177	1	JAV-SRS60M	Used with JAV-SRS60M				
50488	SID-01177	1	JAV-LED-60	Large Flat Panel TV Cart	12/11/2020	Yes	Yes	12/11/2025
50488	SID-01177	1	JAV-SK4DRUS5B	60" LED Monitor	12/11/2020	Yes	Yes	12/11/2025
50488	SID-01177	1	JAV-SK4DRUS5B	(4) Outlet Surge Protector & (2) USB Outlets(3.4A) - 1080 Joule Rating	12/11/2020	Yes	Yes	12/11/2025
50488	SID-89558	1	JAV-VIDEOPROTECT-500	<p>JAIL ARRANGMENT</p> <p>Polycom RealPresence VideoProtect 500 includes: Group 500-720p Codec - Rear, MicArray, EE Acoustic Camera, 1-22" LCD w/Integrated Audio, - Handset, Cable Bundle, NA Pwr Cord, (Maintenance Contract Required)</p> <p>#8G194250E5DFCV Contract #315327 Dates of Coverage: 8/1/2021 - 7/30/2021</p> <p>*JAVS supplied Polycom unit does not affect the price of JAVS Support Agreement.</p> <p>After the expiration of the initial warranty separate support coverage is available through Polycom. If the court wishes to renew the warranty, please reach out to megan.molinar@javs.com to request a quote.</p>	9/25/2020	*No	No	
50488	SID-89558	2	JAV-U853RW	Cardioid Condenser Hanging Microphone	9/25/2020	Yes	Yes	9/25/2025
50488	SID-89558	2	JAV-MPA-PHX	Microphone Pre-Amp Adapter with 3-Pcs Phoenix connector for adding non-FlexMics to the JAVS Processor	9/25/2020	Yes	Yes	9/25/2025

ATTACHMENT B

Priority Level	Example	Initial Response*	On-Site Response**
Urgent	Non-Recording System; inability to record audio; inability to record judge, witness or attorney microphone(s)	1 Business Hour	2 Business Days
High	Faulty monitor, camera, microphone (other than Urgent Level examples), or system mode not critical to recording; publishing; secondary recorder;	2 Business Hours	3 Business Days
Normal	System adjustments to microphone or PA levels, camera views and user settings;	4 Business Hours	5 Business Days
Supportive	Operational training or minor/preferred hardware or software user adjustments, video conference	8 Business Hours	Next scheduled Preventative Maintenance or other higher-level repair visit

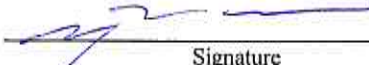
*An "Initial Response" for the purposes of this Agreement is when a service ticket is opened and acknowledged by JAVS help desk or JAVS Safeguard Technician.

**An "On-Site Response" for the purposes of this Agreement is the time from when JAVS help desk or JAVS Safeguard Technician logs the ticket and when the JAVS Safeguard Technician arrives to Customer's agreed upon appointment for the initial on-site repair.

COMMISSIONER'S AGENDA ITEM COMMENTARY

SUBMITTED BY

Robert Waymire-Auditor
Department


Signature

AGENDA DATE

SUBJECT First American Data CO., & Subsidiaries

ACTION REQUESTED

SUMMARY/BACKGROUND

Skamania County Auditors Office contracts with title companies for monthly digitized documents to be sent to them. This agreement is to reimburse the county for those services.

FISCAL IMPACT

We receive \$200.00 a month for providing this service to title companies

RECOMMENDATION

BOCC Approve the attached contract

LIST ATTACHMENTS

Letter of Engagement
County Face Sheet



**SKAMANIA COUNTY AUDITOR
ROBERT J. WAYMIRE**

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

(509) 427-3730
Fax (509) 427-3740

Agreement

This agreement, made and entered into this 1st day of November , by and between Skamania County, a municipal corporation hereinafter referred to as the “county” and **First American Data Co. & Subsidiaries**,

WHEREAS, the County incurs certain cost in digitizing these records; and **WHEREAS**, the parties here by mutually agree that it is beneficial to both parties to have the County make digitized documents **First American Data Co. & Subsidiaries** at a cost designed to reimburse the county for its reasonable costs of making these documents available.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

- The County will, in the regular course of its operations, provide **First American Data Co. & Subsidiaries** with digital images of documents;
- **First American Data Co. & Subsidiaries** shall pay to the County the sum of \$200.00 per month to reimburse the County for the direct, overhead, materials and processing costs and charges involved in providing these digital images;
- Indemnity Agreement: Although the County agrees to use its best efforts to keep **First American Data Co. & Subsidiaries** informed and to supply accurate and complete records, **First American Data Co. & Subsidiaries** agrees to hold the county harmless should the County be held responsible for an error or omission in supplying said information to the Contractor and, as a result therefrom, be held to pay damages;
- **First American Data Co. & Subsidiaries** further agrees that it has read and understands RCW 42.56.070 and that it will not use a “list of individuals” for “commercial purposes” and that it will prevent others from using said records for “commercial purposes;”
- Unless otherwise terminated the term of this agreement shall be from November 1st 2021 thru December 31st 2021





**SKAMANIA COUNTY AUDITOR
ROBERT J. WAYMIRE**

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(509) 427-3730
Fax (509) 427-3740

- Either party may terminate this agreement for any reason by providing the other party thirty days written notice of their intention to terminate.

Approved This Day ____ day of _____ 20

BOARD OF COUNTY COMMISSIONERS SKAMANIA COUNTY,
WASHINGTON

Chairman: _____

Commissioner _____

Commissioner: _____

ATTEST:

Clerk of the Board

First American Data Co., & Subsidiaries

Name Date



COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS

1. Contract Number _____

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

3. Contractor Information: Contractor: **First American Data Co. & Subsidiaries**
Contact Person: Rosa Segura
Title:
Address: 4 First American Way, 3rd Floor
Address: Santa Ana, CA 92707
Phone: 714-250-4261

4. Brief description of purpose of the contract and County's contracted duties: Revenue contract with First American Data Co. & Subsidiaries to provide digitized documents.

5. Term of Contract: From: January 1, 2022 To: December 31, 2022

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

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

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

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

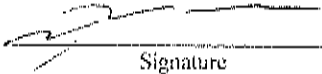
7. Amount Budgeted in Current Year: \$
Amount Not Budgeted in Current Year: \$ Source: _____
Total Non-County Funds Committed: \$ Source: _____
Total County Funds Committed: \$
TOTAL FUNDS COMMITTED: \$

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

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

10. Special Comments: _____

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	Robert Waymire-Auditor Department	 Signature
<u>AGENDA DATE</u>		
<u>SUBJECT</u>	<i>First American Data Co. & Subsidiaries</i>	
<u>ACTION REQUESTED</u>	Approval of Agreement	

SUMMARY/BACKGROUND Skamania County Auditors Office contracts with title companies for monthly digitized documents to be sent to them. This agreement is to reimburse the county for those services.

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RECOMMENDATION BOCC approve the attached contract

LIST ATTACHMENTS

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County Face Sheet



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Agreement

This agreement, made and entered into this 1st day of January 2022, by and between Skamania County, a municipal corporation hereinafter referred to as the “county” and **First American Data Co. & Subsidiaries**,

WHEREAS, the County incurs certain cost in digitizing these records; and **WHEREAS**, the parties here by mutually agree that it is beneficial to both parties to have the County make digitized documents **First American Data Co. & Subsidiaries** at a cost designed to reimburse the county for its reasonable costs of making these documents available.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

- The County will, in the regular course of its operations, provide **First American Data Co. & Subsidiaries** with digital images of documents;
- **First American Data Co. & Subsidiaries** shall pay to the County the sum of \$200.00 per month to reimburse the County for the direct, overhead, materials and processing costs and charges involved in providing these digital images;
- Indemnity Agreement: Although the County agrees to use its best efforts to keep **First American Data Co. & Subsidiaries** informed and to supply accurate and complete records, **First American Data Co. & Subsidiaries** agrees to hold the county harmless should the County be held responsible for an error or omission in supplying said information to the Contractor and, as a result therefrom, be held to pay damages;
- **First American Data Co. & Subsidiaries** further agrees that it has read and understands RCW 42.56.070 and that it will not use a “list of individuals” for “commercial purposes” and that it will prevent others from using said records for “commercial purposes;”
- Unless otherwise terminated the term of this agreement shall be from January 1st 2022 thru December 31st 2022





**SKAMANIA COUNTY AUDITOR
ROBERT J. WAYMIRE**

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

(509) 427-3730
Fax (509) 427-3740

- Either party may terminate this agreement for any reason by providing the other party thirty days written notice of their intention to terminate.

Approved This Day ____ day of _____ 20

BOARD OF COUNTY COMMISSIONERS SKAMANIA COUNTY,
WASHINGTON

Chairman: _____

Commissioner _____

Commissioner: _____

ATTEST:

Clerk of the Board

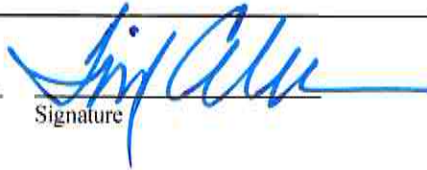
First American Data Co., & Subsidiaries

Name

Date



COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	Public Works Department	
<u>AGENDA DATE</u>	November 15, 2021	Signature
<u>SUBJECT</u>	<u>Metzger Road Paver CRP #2020-01</u>	
<u>ACTION REQUESTED</u>	<u>Award Contract to Granite Construction Company</u>	

SUMMARY/BACKGROUND

The Metzger Road Paver is in the Six-Year Transportation Improvement Program 2021-2026. The intent of this Agenda Item is for the Board of Commissioners to approve Contract Award to Granite Construction Company

- 2022 budgeted amount of \$363,300 for FHWA Federal Fund and Skamania County will obligate \$56,700 towards project.
- Federal Aid Number #STPR-30MR-(001)
- Call for Bids October 5, 2021
- Bid Opening November 3, 2021
- Notice of Concurrence to Award STPR-30MR-(001)

FISCAL IMPACT

The Six-Year Transportation Improvement Program 2021-2026 list the budget for Construction funding only for a total amount of \$420,000 for this project.

This project is for construction during the 2022 construction season.

RECOMMENDATION

That the Board of County Board of Commissioners, by motion action, approves Award to Granite Construction Company on Metzger Road Paving Project CRP# 2020-01

LIST ATTACHMENTS

Bid Matrix

Bid Acceptance Letter



**Skamania County
Department of Public Works
Engineer's Office**

Post Office Box 1009
Stevenson, Washington 98648
Office (509) 427-3925

**Skamania County
Bid Acceptance Form**

Bid Opening Date: November 3, 2021

**Description: Metzger Road Project CRP # 2020-01
Federal Aid Project # STPR-30MR-(001)**

Bidder	Bid Price
Granite Construction Company	\$339,339.00

Award as highlighted this 15th day of November 2021.

Chair of the Board

Commissioner

Commissioner

C.R.P. NO. 2020-01
 F.A.S. NO. STPR-30MR(001)

PROJECT TITLE: Metzger Road Project

Item No.	Total Quant.	Unit	Items	Engineers Estimate		BIDDER NO. 1		BIDDER NO. 2	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
1	1	LS	Mobilization & Setup	\$35,300.00	\$35,300.00	\$31,546.40	\$31,546.40	\$7,631.30	\$7,631.30
2	12094	SY	Planning & Haul of Bituminous mat.	\$4.50	\$54,423.00	\$1.75	\$21,164.50	\$6.50	\$78,611.00
3	1680	Ton	HMA Paving Operation-Metzger Rd	\$112.00	\$210,560.00	\$115.00	\$216,200.00	\$115.00	\$216,200.00
4	240	Ton	Shoulder rock	\$65.00	\$15,600.00	\$40.00	\$9,600.00	\$97.00	\$23,280.00
5	1	LS	Compaction Price Adjustmant	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6	1	LS	Asphalt Price Adjustment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7	1	SF	Smoothness Compliance Adj.		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8	4435	LF	Temp Pavement Marking	\$0.50	\$2,217.50	\$1.00	\$4,435.00	\$2.00	\$8,870.00
9	1	LS	Other Temp Traffic Control	\$2,000.00	\$2,000.00	\$5,000.00	\$5,000.00	\$20,000.00	\$20,000.00
10	1	LS	Traffic Control Supervisor	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00	\$20,000.00	\$20,000.00
11	480	HR	Flaggers and Spotters	\$65.00	\$31,200.00	\$74.00	\$35,520.00	\$93.50	\$44,880.00
12	434	SF	Construction Sign Class B	\$11.00	\$4,774.00	\$5.00	\$2,170.00	\$8.85	\$3,840.90
13	2	EA	Adjust Monument Cover	\$750.00	\$1,500.00	\$1,200.00	\$2,400.00	\$2,500.00	\$5,000.00
14	2	EA	Adjust Valve Box	\$750.00	\$1,500.00	\$1,200.00	\$2,400.00	\$2,500.00	\$5,000.00
15	12677	LF	Paint Line	\$0.25	\$3,169.25	\$0.30	\$3,803.10	\$0.40	\$5,070.80
16	1	Calc	Minor Changes	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
17	1	LS	SFCC Plan	\$1,000.00	\$1,000.00	\$100.00	\$100.00	\$550.00	\$550.00
			Subtotal			\$339,339.00	\$339,339.00	\$434,434.00	\$434,434.00
TOTALS					\$373,243.75		\$339,339.00		\$434,434.00

Acknowledge Receipt of Addendums:
 Bid Matrix Extended.xls

Project Manager's Recommendation to Engineer
 After tabulating and reviewing the proposals, I hereby recommend award to the lowest responsible bidder.

[Signature]
 Project Manager
 11/23/2021
 Date

Engineer's Recommendation
 I hereby recommend contract award to Bidder No. 1 in the amount of \$339,339.00

[Signature]
 Director of Public Works
 11/23/21
 Date

Bid Award
 The Skamania County Board of Commissioners, do hereby award this contract

COMMISSIONER

COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS

1. Contract Number: WR 921-065

2. Contract Status: (Check appropriate box) Original Renewal Amendment No. 2

3. Contractor Information: Contractor: WA State Park & Recreation Commission
Contact Person: Jason Goldstine
Title: Operations Manager
Address: Jason.Goldstein@parkswa.gov
Address: PO Box 42650, Olympia WA 98504-2650
Phone: (360) 902-8662

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

5. Term of Contract: From: 2021 Winter Recreation Season To: 2022 Winter Recreation season

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: \$
Amount Not Budgeted in Current Year \$ Source: _____
Total Non-County Funds Committed: \$23,843.00 Source: WA State Parks & Recreation
Total County Funds Committed: \$
TOTAL FUNDS COMMITTED: \$23,843.00

8. County Contact Person: Name: Tony Hegewald
Title: Engineering Technician II

9. Department Approval: 
Department Head or Elected Official Signature

10. Special Comments:

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	<u>PUBLIC WORKS</u> Department	 Signature
<u>AGENDA DATE</u>	November 16, 2021	
<u>SUBJECT</u>	<u>Washington State Parks Agreement No. WR921 – 065 , Snow Removal Amendment No.2</u>	
<u>ACTION REQUESTED</u>	<u>Approval and Submittal of Amendment No. 2</u>	

SUMMARY/BACKGROUND

Skamania County has historically preformed snow plowing at the Wind River Area Sno-Parks. The County will perform maintenance by plowing snow on the Wind River Road lying north of the Fish Hatchery terminating a Lone Butte Sno-Park and for plowing snow at Government Mineral Springs, Koshko and McCellen Sno-Parks

FISCAL IMPACT

Washington State Parks and Recreation Commission agrees to reimburse Skamania County for the actual costs of preform such work and services up to the dollar amount specified.

Skamania County will be reimbursed for the 2021 -2022 winter recreation season with the modification of the original agreement

RECOMMENDATION

That the Skamania County Board of Commissioners, by motion action, Approve and Sign Amendments No. 2 – Skamania County Sno – Parks – Snow Removal Agreement No. WR921 – 65

LIST ATTACHMENTS

- Two (2) Original Amendment No. 2 Agreements
- Contract Face Sheet

Peter Herzog
Interim Director



STATE OF WASHINGTON
WASHINGTON STATE PARKS AND RECREATION COMMISSION

1111 Israel Road SW • PO Box 42650 • Olympia, WA 98504-2650 • (360) 902-8500
Internet Address: <http://www.parks.wa.gov>

November 1, 2021

Teri Wyckoff
Skamania County Dept of Public Works
PO Box 1009
Stevenson, WA 98648-1009

**Re: State Parks Agreement N° WR 921-065 – Skamania County Sno-Parks
Snow Removal - Amendment N° 2**

Dear Teri:

To establish funding for the 2021/2022 winter season, State Parks is prepared to *modify* the above-referenced agreement as follows:

STATEMENT OF WORK

Snow Removal on the Wind River Road lying north of the Fish Hatchery terminating at Lone Butte Sno-Park, and for plowing snow at Government Mineral Springs, Koshko and McClellan Meadows Sno-Parks (\$23,843.00 maximum), (\$14,776 WR 16100, \$9,067 SM 16600).

PAYMENT

Compensation for the work provided in accordance with this agreement has been established under the terms of RCW 39.34.130. The parties have estimated that the cost of accomplishing the work herein will not exceed **Twenty-Three Thousand, Eight Hundred and Forty Three No/100ths Dollars (\$23,843.00)**, beginning December 1, 2021 and ending March 31, 2022, unless extended by agreement of the parties hereto. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount prior to the commencement of any work which will cause the maximum payment to be exceeded.

Total compensation under this agreement shall now not exceed **Eighty-Nine Thousand, Eight Hundred Seventy-One, and No/100ths Dollars (\$89,871.00)**.

The County will continue to document time and expenses in accordance with the terms of the original agreement.

Chair, Skamania County
Board of County Commissioners

Michael Maverick
Contracts Manager, State Parks

Date

Date

Commissioner

Date


Commissioner

Date

BRH

cc: Pam McConkey, Approval Supervisor
Jason Goldstein, Project Representative
Fiscal

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	Community Health Department	Signature 
<u>AGENDA DATE</u>	BOCC 11/16/2021 RATIFY BOH 12/14/2021	
<u>SUBJECT</u>	Public Health Institute	
<u>ACTION REQUESTED</u>	Signature	

SUMMARY/BACKGROUND

Amends Contact Tracing Contract related to positive COVID-19 cases to add funding.

FISCAL IMPACT

Expense Contract increase of \$50,000. Total \$230,000

RECOMMENDATION

Sign

LIST ATTACHMENTS

Face Sheet

Contract

Exhibit A Scope of Work

**SKAMANIA COUNTY - PROFESSIONAL SERVICE CONTRACT
BETWEEN SKAMANIA COUNTY
AND Public Health Institute
(2020-2021)**

THIS CONTRACT, by and between **SKAMANIA COUNTY**, a municipal corporation, hereinafter referred to as the "**COUNTY**", and **PUBLIC HEALTH INSTITUTE**, hereinafter referred to as the "**CONTRACTOR**",

WITNESSETH THAT:

1. AUTHORITY TO CONTRACT.

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

2. INDEPENDENT CONTRACTOR STATUS.

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

such services.

3. SERVICES TO BE RENDERED.

- A. The work to be performed by the **CONTRACTOR** consists of those services that are fully described in the contract documents marked Attachment A, B and C which have been initialed by the parties, 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 **7/8/2020** and terminate on ~~**12/31/2020**~~ **12/31/2021** ; 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 five (5) days written notice.

5. PAYMENTS FOR SERVICES.

- A. The consideration for the services to be performed by the **CONTRACTOR** shall not exceed ~~\$30,000 \$110,000 \$135,000 \$180,000~~ **\$230,000** including Washington sales tax, and shall be paid as outlined below or in Attachment A. The **CONTRACTOR** and **COUNTY** agree that additional funds may be needed depending on the number of COVID-19 cases in Skamania County and this ceiling amount may be amended in accordance with Section 3.A., Services to be Rendered, above as funds become available to the **COUNTY**.
- B. Payment on the account of the contracted services shall be made not more than monthly, based on submission by the **CONTRACTOR** to the **COUNTY'S** contracting officer of reports and invoices describing the services performed in sufficient detail to enable the **COUNTY'S** contracting officer to adequately determine the services for which payment is sought. Payment is due within thirty (30) days of submission of accepted detailed invoice.

6. INSURANCE

The **CONTRACTOR** agrees to save the **COUNTY** harmless from any liability that might otherwise attach to the **COUNTY** arising out of any activities of the **CONTRACTOR** pursuant to this contract and caused by the **CONTRACTOR'S** negligence. The **CONTRACTOR** further agrees to provide the **COUNTY** with evidence of general liability insurance naming the **COUNTY, its elected and appointed official, agents, employees, and**

volunteers as an additionally insured party in the amount of \$1,000,000.

7. **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.

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 provision of services.

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.**

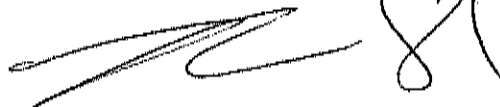
- A. The parties hereto agree that TIME IS OF THE ESSENCE of this contract.
- B. If the **CONTRACTOR** shall fail to fulfill in a timely manner any of the covenants of this agreement, the **COUNTY** shall have the right to terminate this agreement by giving the **CONTRACTOR** seven (14) day's notice, 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: _____, 20__.

SKAMANIA COUNTY
BOARD OF COMMISSIONERS

PUBLIC HEALTH INSTITUTE



Chairman

Rebecca Silva, Director of Grants & Contracts

Commissioner

10/25/2021
Date

Commissioner

APPROVED AS TO FORM ONLY:

ATTEST:

Prosecuting Attorney

Clerk of the Board

EXHIBIT A
SCOPE OF WORK
Public Health Institute
Scope of Work

**Skamania County Community Health Contact Tracing and Vaccine Call Center Program
Support and Infrastructure**

Public Health Institute (PHI) will complete the following deliverables to support the implementation of contact tracing and a vaccine call center needed for disease mitigation activities for the Skamania County Community Health (SCCH). This scope of work involves recruitment and public health surveillance for the contact tracing services, contact tracing awareness and support, and a vaccine call center directed by SCCH. SCCH currently has access to funding for contact tracing services and vaccine support services as indicated in Section 5A, of the Services Agreement. The number of cases that PHI can manage as described below is subject to the availability of adequate funding.

Key Deliverables and Objectives:

RECRUITMENT AND STAFF DEPLOYMENT:

- Maintain contact tracing staff, supervision, and infrastructure for the SCCH COVID-19 contact tracing program. All contact tracing staff will be remote employees based at their own residence for the contract period of performance.
- At the request of SCCH, recruit and deploy up to two contact tracing staff to respond to COVID-19 cases in Skamania County.
- Execute a seamless onboarding process and ongoing management to ensure that staff deployed to support SCCH receive appropriate trainings and support.
- Develop performance standards in alignment with SCCH. Staff not meeting performance standards will receive accelerated progressive discipline, up to and including termination in accordance with PHI employment policies and applicable employment laws. If someone is not meeting minimum standards, or violating a PHI policy, SCCH will alert PHI to immediately prevent further work until an investigation can be completed.
- PHI will manage the employees in accordance with all PHI policies and procedures including requiring some specific training for all employees such as harassment prevention training.
- In accordance with SCCH's goals, PHI will deploy staff that speak the top two languages in the SCCH service area (English and Spanish). For other non-English languages, we will use interpreters for real-time translation (preferably in-house but perhaps via a language line).
- Other - to be determined in agreement with SCCH.

CONTACT TRACING:

- SCCH will develop and provide PHI direction for data management flows between SCCH's Case Investigators and PHI's Contact Tracing teams.

- Meet the Washington State Department of Health metrics related to contact tracing and reporting timelines (per Washington State Department of Health COVID Investigation Guidelines).
- Ensure complete and timely interviews as assessed by SCCH data quality assurance team.
- Call contact up to 3 times each (4 hours apart) within 24 hours. If unable to reach a contact after all contact attempts are made, will triage to SCCH for follow-up.
- Contact each case and contact under active monitoring for the duration of their isolation or quarantine period daily. Contacts under quarantine will also be screened for onset of COVID-19 like symptoms.
- Conduct telephone interviews with contacts according to procedures and specifications determined by SCCH.
- Call during evening, daytime and weekend hours to reach respondents with non-traditional schedules.
- Administer interviews in English and additional languages needed by most residents living in the SCCH service area.
- Create micro-team assignments to include Spanish speakers on every team.
- Database management and reports in predetermined format as agreed upon.
- In addition to the State of Washington/SCCH software requirements, PHI will utilize a cloud based COVID-19 Solution to supplement contact tracing.
- In accordance with, and as permitted by HIPPA regulations, establish protocols for human subject protection consistent with federal Common Rule.
- Providing Contact Tracing services by PHI is dependent on the execution of a data sharing agreement mutually agreed by PHI and SCCH.

TECHNOLOGY:

- SCCH and Washington State contact data navigation systems will be utilized in consultation with SCCH to ensure seamless data collection operability.
- PHI will identify and provide the necessary equipment and technology (hardware and software) required for a successful remote contact tracing workforce and provide this to contact tracing staff (e.g. computers, phones, etc.).
- Provide VOIP phone numbers and headsets or cell phones with a data stipend as preferred.
- Provide IT support to all users for local and network IT issues, if applicable.

TRAINING:

- Implement preferred training modules (i.e. Johns Hopkins, ASTHO, other) and Washington-specific procedural guidance.
- Work collaboratively with SCCH and the Washington State Department of Health, as needed, for training on the SCCH and Washington State navigation or alert systems.
- Work with SCCH to obtain necessary permissions to implement SaraAlert as needed for active daily monitoring.
- In addition to contact tracer training, staff will undergo training in HIPAA compliance, confidentiality training, refusal conversions, and data entry processes.

OTHER:

- Schedule regular meetings with SCCH staff to review progress, concerns, data issues, or computer system issues. Schedule and timing of meetings to be confirmed in writing between PHI and SCCH.
- PHI will ensure effective communications with the SCCH staff and teams as necessary, including county managers.
- During periods when contact tracing staff are deployed, submit weekly data to SCCH staff regarding number of cases, contacts attempted, and contacts reached, and any other required work-scope data as agreed upon.
- During periods when contact tracing staff are deployed, submit weekly quality control reports to SCCH staff as agreed upon.
- Utilize hardware and software to comply with SCCH Public Health Information Technology Standards and Security Policies.
- Employ technology and internal controls to protect the privacy, confidentiality, and security of survey respondents.
- Maintain adequate personnel and financial records to support costs associated with this agreement.
- Perform systematic, unobtrusive audio monitoring; interviewers to be monitored every shift.
- Database maintenance in support of public health as required or permitted by law.
- During the implementation of this agreement, PHI may redeploy other PHI staff for contact tracing and contact tracing to provide rapid response and surge response to COVID-19 outbreaks and cases. As needed, staff redeployments to provide surge capacity will be confirmed in writing in advance with SCCH and PHI's costs will be reimbursed through this contract.

OTHER COVID-19 RESPONSE SERVICES

Virtual COVID-19 Call Center

- Contractor will provide staffing and management for a remote/virtual COVID-19 inquiry call center per scripting and protocols provided by SCCH. Calls fielded may include, but are not limited to:
 - General questions related to vaccine rollout
 - Vaccine eligibility and regional reopening phases
 - Scheduling vaccine appointments

Specific topics are subject to change and will be established by mutual written agreement, to be updated as needed.

- Contractor will assist callers with completing vaccine waitlist or appointment request webform application over the phone.
- Contractor will collect and record caller data in spreadsheet or other database approved by SCCH.
- Call center will respond to voicemails left on vaccine inquiry phone line and will accept calls triaged to the Contractor by SCCH.
- Contractor will triage calls about matters not related to vaccines or other services provided by Contractor to appropriate SCCH departments as needed and as directed by SCCH.

- SCCH will supply the public-facing phone number for the vaccine inquiry phone line. Contractor will provide voicemail inbox to which SCCH will forward vaccine-related calls.
- SCCH will provide all scripts and protocols required for contractor to carry out call center activities.
- Contractor will provide translation of scripts to languages represented on Contractor's staff.
- SCCH will provide to Contractor instructions on prioritizing workload between contact tracing and resource referrals and vaccine call center. Prioritization instructions will be provided by SCCH to Contractor by email and updated as needed.
- All call center activities conducted by Contractor will be conducted remotely.

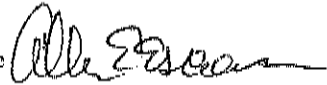
PAYMENT TERMS

Invoices will be on a time and materials basis. PHI will invoice SCCH for hours worked at the fully burdened billing rates included in the table below and will including supporting documentation from accounting software detailing positions paid and hours worked by those positions. PHI will track contact tracing hours and expenses separately from vaccine call center hours and expenses and invoices will distinguish these costs.

Total amount billed will not exceed the ceiling defined in Contract Section 5.A., ~~currently~~ \$30,000; \$110,000, \$135,000, \$180,000 as amended.

Skamania County Contact Tracing Billing Rates	
Working Title	PHI Hourly Burdened Rate*
Deputy Director	\$118.16
Microteam Manager	\$99.90
Data Operations Lead	\$91.44
RC	\$67.67
CT2	\$71.97
CT	\$53.45
<i>*Salary, fringe, operations costs and Indirect Costs are included in the burdened rate.</i>	

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	Community Health Department	Signature 
<u>AGENDA DATE</u>	BOCC 11/16/2021 RATIFY BOH 12/14/2021	
<u>SUBJECT</u>	Tacoma-Pierce County Health Department Contract	
<u>ACTION REQUESTED</u>	Signature	

SUMMARY/BACKGROUND

Contract for Skamania County Public Health Food Handlers card online training, testing and issuance

FISCAL IMPACT

Revenue Contract

RECOMMENDATION

Sign

LIST ATTACHMENTS

Contract
Face Sheet

**INTERLOCAL AGREEMENT
BETWEEN
TACOMA-PIERCE COUNTY HEALTH DEPARTMENT
And
SKAMANIA COUNTY COMMUNITY HEALTH**

This Interlocal Agreement is made and entered into by and between the **Tacoma-Pierce County Health Department**, hereinafter referred to as **DEPARTMENT**, and **SKAMANIA COUNTY COMMUNITY HEALTH** hereinafter referred to as the **Local Health Jurisdiction**. The **DEPARTMENT** and the **Local Health Jurisdiction** are collectively referred to as the "parties."

I. RECITALS

WHEREAS, the **DEPARTMENT** and the **Local Health Jurisdiction** are local health departments as provided for under Chapters 70.05, 70.08, or 70.46 RCW, with authority under Chapter 246-217 WAC to issue food worker cards; and

WHEREAS, it is the purpose of this Interlocal Agreement to provide for the funding and execution of services as described in Addenda A and B, attached hereto and incorporated herein; and

WHEREAS, the parties have the authority to enter into this Agreement pursuant to RCW 39.34.080.

II. DEFINITIONS

As used herein, the following terms shall have the meanings set forth below:

- A. **Agreement** means this Interlocal Agreement together with the attached Addenda, and any other documents incorporated therein. Any oral representations or understandings not incorporated herein are excluded. Attached hereto and made a part hereof for all purposes are the following:

Addendum	Number of Pages	Description
A	2	Scope of Work
B	1	Allocation of Fees

- B. **Department Representative** means the individual or individuals designated and authorized by the **DEPARTMENT** to receive notices and to act for it in all matters relating to this Agreement, or the designee of such individual.
- C. **Local Health Jurisdiction's Representative** means the individual designated and authorized by the **Local Health Jurisdiction** to receive notices and to act for it in all matters relating to this Agreement, or the designee of such individual.
- D. **Services** means all work performed by the **DEPARTMENT** or the **Local Health Jurisdiction** pursuant to and governed by this Agreement, including Addenda A and B.

III. TERM

The term of this Agreement shall be: January 1, 2022 through December 31, 2026, unless amended or terminated earlier pursuant to the terms and conditions herein. Should this Agreement be signed after the term beginning date stated herein, then it shall be retroactive and binding to that date.

IV. PAYMENT

Payment for the services described in Addendum A shall be provided as set forth in Addendum B, attached hereto and incorporated by reference.

V. HOLD HARMLESS

Except as otherwise provided herein, each party shall defend, protect, and hold harmless the other party, and its appointed and elected officials, employees, and agents from and against all liability, loss, cost, damage and expense, including but not limited to costs and attorney's fees, because of claims, suits and/or actions arising from any negligent or intentional act or omission asserted or arising or alleged to have arisen directly or indirectly out of or in consequence of the performance of this Agreement by that party's appointed or elected officials, employees, and agents.

VI. RECORDS MAINTENANCE

The **DEPARTMENT** and the **Local Health Jurisdiction** shall each maintain books, records, documents, and other materials, including but not limited to online data, that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to copying, inspection, review, or audit by personnel of either party, and other personnel duly authorized by law. The **DEPARTMENT** shall retain all books, records, documents, online data, and other material relevant to the services described in Addendum A, which materials shall be made available to the **Local Health Jurisdiction** upon request.

VII. TERMINATION

Except as otherwise provided for herein, either party may terminate this Agreement by giving the other party at least one hundred eighty (180) days written notice. If this Agreement is so terminated, each party shall be liable only for performance in accordance with the terms stated herein for services rendered prior to the effective date of termination.

VIII. CHANGE IN FUNDING

If the funding authorities of the **DEPARTMENT** (*Federal, State, and local agencies*) fail to appropriate funds to enable the **DEPARTMENT** to continue payment as specified in this Agreement or if the Board of Health reduces the budget of the **DEPARTMENT** or any program(s) and, as a result of the Board of Health's action, the **DEPARTMENT's** Director of Health determines there are insufficient funds to continue payment as specified in this Agreement, then the **DEPARTMENT** may modify or cancel this Agreement without penalty provided that the **Local Health Jurisdiction** receives at least ninety (90) days prior written notice of lack of appropriated funds as the reason for the modification or termination. Any modification of this Agreement shall be effective only upon incorporation into a written amendment as set forth in Section XI.

IX. INTERPRETATION

In the event of an inconsistency found in the terms and conditions contained within this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable Federal and State Statutes and Regulations;
- Addenda A and B; and
- The provisions of this Agreement.

X. PERFORMANCE

The **DEPARTMENT** shall perform all services in accordance with all applicable professional standards and agrees that it will use only qualified, competent personnel in the execution of these services.

XI. AMENDMENTS

Either party may request changes to this Agreement. Proposed changes, which are mutually agreed upon, shall be incorporated by written amendments to this Agreement. No changes to this Agreement are valid or binding on either party unless first reduced to writing and signed by the Representatives of both parties.

XII. NON-DISCRIMINATION

Each party covenants that in providing the services described in Addendum A, no person shall be excluded from participation therein, denied the benefits thereof, or otherwise be subjected to discrimination with respect thereto on the grounds of marital status, presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification, race, creed, color, national origin, age, religion, gender, sexual orientation, disabled veteran status or Vietnam Era Veteran status.

XIII. DISPUTES

This Agreement shall be administered and interpreted under the laws of the State of Washington. In the event that a dispute arises in the interpretation or application of this Agreement, both parties are to proceed to good faith negotiation to resolve said disputes. The parties may also agree in writing to mediation if negotiation is not successful in resolving the dispute. However, in the event such disputes cannot be resolved, the dispute may be appealed to the parties' Local Health Officer or his /her designee for resolution. In the event the Local Health Officers are unable to resolve the dispute, either party may pursue relief in Superior Court. Jurisdiction of litigation arising from this Agreement shall be in the State of Washington. Venue for all actions arising pursuant to this Agreement shall lie within Pierce County, Washington.

XIV. SERVICES MANAGEMENT

The work described in Addendum A shall be performed under the coordination and cooperation of both party representatives. Each party shall provide assistance and guidance to the other party as necessary for the successful performance and goals of this Agreement.

XV. ALL WRITINGS CONTAINED HEREIN

This Interlocal Agreement contains all the terms and conditions acknowledged by both parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties hereto. This Agreement supersedes any prior written agreements between the parties relating to the work described in Addendum A.

IN WITNESS THEREOF the parties hereto have executed this Agreement as of the date(s) set forth below.

Local Health Jurisdiction Authorized Signature

DEPARTMENT Authorized Signature

Tom Lannen, Chair Date
Skamania County Board of Commissioners

Nigel Turner Date
Division Director

Skamania County Community Health
PO Box 1492
710 SW Rock Creek Drive
Stevenson, WA 98648
(509) 427-3850

Christopher Schuler Date
Business Manager

Tacoma-Pierce County Health Department
3629 South D Street, MS 001
Tacoma, WA 98418
(253) 649-1500

ADDENDUM A: SCOPE OF WORK AND SPECIFIC CONDITIONS

This Addendum A applies to Agreement #1061-34-2026 between The TACOMA-PIERCE COUNTY HEALTH DEPARTMENT (**DEPARTMENT**) and **SKAMANIA COUNTY COMMUNITY HEALTH (Local Health Jurisdiction)**. In addition to the terms and conditions set forth in the Agreement, the parties agree as follows.

1. **Local Health Jurisdiction's Responsibilities:**

- 1.1. Authorize the **DEPARTMENT** by means of this Agreement to act as the **Local Health Jurisdiction's** "Designated Agent" and provide online food worker training, testing and card issuance to residents of Skamania County and any out-of-state residents who state they work in Skamania County, as permitted under Chapter 246-217 WAC.
- 1.2. Hold the **DEPARTMENT** harmless from any actual or purported loss of online food worker training, testing and card issuance income during times of unavoidable lack of access to the **DEPARTMENT's** training, testing and card issuance web site.
- 1.3. Maintain the security of the data originating from and contained in the online food worker card database. This includes but is not limited to adhering to the standard practices for strong password generation and user account management. The **Local Health Jurisdiction** shall not grant unauthorized parties access to the confidential data originating from or contained in the online food worker card database.

2. **The DEPARTMENT's Responsibilities:**

- 2.1. Provide online food worker training, testing and card issuance services as a designated agent of the **Local Health Jurisdiction** in accordance with the State of Washington's requirements under Chapter 246-217 WAC.
- 2.2. Ensure a good-faith effort to maintain a training, testing and card issuance web site that functions and is accessible to residents of Skamania County and any out-of-state residents who state they work in Skamania County.
- 2.3. Provide **Local Health Jurisdiction** with the location of a website to which residents of Skamania County and any out-of-state residents who state they work in Skamania County may be directed for online training, testing and card issuance. The **DEPARTMENT** may change the location of the website, but must provide re-direction to a new site with a minimum of thirty (30) days advance notice to **Local Health Jurisdiction**.
- 2.4. Provide access to the software to print a food worker card with the **Local Health Jurisdiction** logo which shall be valid throughout the State of Washington for a minimum period of two years from the date of issuance.
- 2.5. Establish a secure online payment gateway and service that will permit online payment services via, credit cards, including but not limited to Visa and MasterCard, as well as debit cards.
- 2.6. Provide and pay for an online maintenance agreement with an outside contractor to provide technical support of the website and online programming of the online food worker card software.
- 2.7. Provide **Local Health Jurisdiction** with a written statement of income on a quarterly basis, or as frequently as the parties may otherwise agree, or a link to an online report providing the same information.
- 2.8. Provide support and service to **Local Health Jurisdiction** during regular **DEPARTMENT** hours of operation to ensure **Local Health Jurisdiction** has the ability to respond to queries from residents of Skamania County and any out-of-state residents who state they work in Skamania County.

3. **Public Records Requests.**

3.1 The **DEPARTMENT** holds the records and data generated by the Food Workers Card software as the **Local Health Jurisdiction's** designee. The **DEPARTMENT** will provide all such materials to the **Local Health Jurisdiction** in response to any public record request the **Local Health Jurisdiction** may receive relating to the Food Workers Card database. The **Local Health Jurisdiction** will be responsible for releasing the records to the requester in accordance with Chapter 42.56 RCW and Chapter 44-14 WAC. When the **Local Health Jurisdiction** requests records, the **Local Health Jurisdiction** must clearly describe the records that are being requested. The **DEPARTMENT** will notify the **Local Health Jurisdiction** as to the number of days it will take to gather the responsive records. Any public records requests received by the **DEPARTMENT** will be fulfilled by the **DEPARTMENT**. In the event the **DEPARTMENT** receives a request for public records regarding the **Local Health Jurisdiction's** records, the **DEPARTMENT** will notify the **Local Health Jurisdiction** of the request prior to releasing the records.

4. **Liaisons for the Agreement:**

On behalf of the **DEPARTMENT**:

Donald Foreman
Project Manager
Tacoma-Pierce County Health Department
3629 S D Street
Tacoma, WA 98418
Phone: (253) 649-1707
Fax: (253) 649-1360
Email: dforeman@tpchd.org

On behalf of the **Local Health Jurisdiction**:

Allen Esaacson
Data and Finance Manager
Skamania County Community Health
PO Box 1492
Stevenson, WA 98648
Phone: (509) 427-3950
Fax (509) 266-1543
Email: allene@co.skamania.wa.us

ADDENDUM B: ALLOCATION OF FOOD WORKER CARD FEES

This Addendum B applies to Agreement #1061-24-2026 between The TACOMA-PIERCE COUNTY HEALTH DEPARTMENT (**DEPARTMENT**) and **SKAMANIA COUNTY COMMUNITY HEALTH (Local Health Jurisdiction)**. In addition to the terms and conditions set forth in the Agreement and Addendum A, the parties agree as follows:

1. **Fee Allocation and Method of Payment:**

- 1.1. During the period January 1, 2022 through December 31, 2026, the **DEPARTMENT** will collect on behalf of the **Local Health Jurisdiction** the maximum fee established under Chapter 246-217 WAC, as now or hereafter amended.
- 1.2. The **DEPARTMENT** will retain a \$3.00 per card fee as payment for the services described in this Agreement from each online food worker card issued online to a resident of Skamania County and any out-of-state resident who states he or she works in Skamania County and who enters the www.foodworkercard.wa.gov testing website (or a successor site) by means of the **Local Health Jurisdiction's** web link, the **DEPARTMENT's** web link, or any other approved link. The balance of the monies collected under Chapter 246-217 WAC shall be remitted to the **Local Health Jurisdiction** in accordance with the terms set forth below.
- 1.3. The **DEPARTMENT** may impose and retain a surcharge or equivalent assessment intended to recoup any credit card processing fees. Such a surcharge or equivalent assessment will be paid directly by the food worker (not by the **Local Health Jurisdiction**), and shall not be included in the fee allocations and methods of payment described elsewhere in this section.
- 1.4. If the actual and indirect costs incurred by the **DEPARTMENT** to provide the services described in this Agreement exceed \$3.00 per card, the **DEPARTMENT** may, in its sole discretion, increase the amount it retains as payment for services to offset the difference and the amount remitted to the **Local Health Jurisdiction** will be reduced. Written notice of rate increases, if any, will be provided in writing ninety (90) days in advance to the **Local Health Jurisdiction**. The **Local Health Jurisdiction** may terminate this Agreement by giving (90) days written notice in the event of a rate increase.
- 1.5. The **DEPARTMENT** will retain a \$1.00 per card fee for the services described in this Agreement from each replacement food worker card issued online to a resident of Skamania County and any Skamania out-of-state resident who has lost his or her original food worker card; provided, he or she works in Skamania County, purchases a replacement— food worker card without taking the online test, and enters the www.foodworkercard.wa.gov testing website (or a successor site) by means of the **Local Health Jurisdiction's** web link, the **DEPARTMENT's** web link, or any other approved link. The balance of the monies collected under Chapter 246-217 WAC shall be remitted to the **Local Health Jurisdiction** in accordance with the terms set forth below.
- 1.6. If a food worker from a **Local Health Jurisdiction** challenges the validity of a payment for an online food worker card and the credit card company charges back or reverses the payment, the **Local Health Jurisdiction** agrees to pay any fees and costs associated with the cost of the reversal. Currently these fees are \$25.00 per transaction in addition to the actual amount reversed.
- 1.7. The **DEPARTMENT** shall remit monies owed to the **Local Health Jurisdiction** on a quarterly basis, together with a written statement of income received, or as frequently as the parties may otherwise agree, or a link to an online report providing the same information. Said funds and the quarterly statement shall be mailed to the **Local Health Jurisdiction** at the address stated below within 20 business days of the end of the quarter.
- 1.8. At the written request of the **Local Health Jurisdiction Representative** the **DEPARTMENT** may enter into agreements with institutions such as Department of Corrections to provide food worker cards for residents of Skamania County that are not permitted internet access. The **DEPARTMENT** will retain \$10.00 per card fee for this service.

2. **Remittance Address:** DEPARTMENT will remit payment to the address stated below:


Skamania County Community Health
PO Box 1492
Stevenson, WA 98648
Phone: (509) 427-3850

3. **Accounting Information:**

3.1. Source of Funding: N/A

3.2. DEPARTMENT Program Number: 1061-Food Safety

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	Community Health Department	Signature 
<u>AGENDA DATE</u>	BOCC, 11/16/2021	
<u>SUBJECT</u>	Entrust Community Services - Professional Services Contract	
<u>ACTION REQUESTED</u>	Signature	

SUMMARY/BACKGROUND

Contract for Supported Employment and Community Inclusion services within the Skamania County and Klickitat County Developmental Disabilities programs for the period of 7/1/2021 – 6/30/2022

FISCAL IMPACT

Up To \$10,000. Expenditure contract reimbursed through Developmental Disabilities contracts.

RECOMMENDATION

Sign

LIST ATTACHMENTS

- Face Sheet
- Contract
- Attachment A – Statement of Work
 - Exhibit A – Data Security Requirements
- Attachment B – HIPAA Agreement
- Attachment C – Suspension & Debarment Certification

**SKAMANIA COUNTY - PROFESSIONAL SERVICE CONTRACT BETWEEN
SKAMANIA COUNTY
AND ENTRUST COMMUNITY SERVICES
(2021 - 2022)**

THIS CONTRACT, by and between **SKAMANIA COUNTY**, a municipal corporation, hereinafter referred to as the "**COUNTY**", and **ENTRUST COMMUNITY SERVICES**, hereinafter referred to as the "**CONTRACTOR**",

WITNESSETH THAT:

1. AUTHORITY TO CONTRACT.

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

2. INDEPENDENT CONTRACTOR STATUS.

- A.** The parties intend the **CONTRACTOR** to be an independent contractor, responsible for its own employer/employee benefits such as Workman's Compensation, Social Security, Unemployment, and health and welfare insurance. The parties agree that the **CONTRACTOR'S** personal labor is not the essence of this contract; that the **CONTRACTOR** will own and supply its own equipment necessary to perform this contract; with the exception of the computer, phone, and space provided by the County in Stevenson, Washington; 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.
- C. The **CONTRACTOR** will provide the **COUNTY** access to and the right to examine all records, books, papers or documents related to the award; and will establish a proper accounting system in accordance with Generally Accepted Accounting Principles (GAAP).

3. **SERVICE 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 Attachments A, B and C which have been initialed by the parties and 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 July 1, 2021 and continue until June 30, 2022; 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 or the Contractor may terminate this contract earlier upon fourteen (14) days' written notice, when provisions are made for enrolled clients for continuation of their services.

5. **PAYMENTS FOR SERVICES.**

- A. The consideration for the services to be performed by the **CONTRACTOR** shall not exceed the parameters as outlined below or in Attachment A.
- B. Payment on the account of the contracted services shall be made not more than monthly, based on submission by the **CONTRACTOR** to the **COUNTY'S** contracting officer of reports and invoices describing the services performed in sufficient detail to enable the **COUNTY'S** contracting officer to adequately determine the services for which payment is sought. Completed invoices are due within 15 days of the last day of the month for which service was provided. Payment is due within thirty (30) days of submission of accepted detailed invoice.

6. **INSURANCE**

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

7. **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.

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 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.

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. 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 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. 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** fourteen (14) days' 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.

15. **OWNERSHIP OF WORK PRODUCTS.**

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

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: _____, 20____.

**SKAMANIA COUNTY
BOARD OF COMMISSIONERS**

ENTRUST COMMUNITY SERVICES

Chairman

Commissioner

Commissioner

APPROVED AS TO FORM ONLY:

Prosecuting Attorney

Date

ATTEST:

Clerk of the Board

Attachment A
ENTRUST COMMUNITY SERVICES
Statement of Work - Vendor

Important Note: Funding for these Developmental Disabilities Services are considered vendor services. This agreement is a Vendor agreement and as such Contractor agrees to the following additional requirements:

Contractor shall assist Skamania County Community Health in operating the Adult Developmental Disabilities Employment Program in accordance with RCW Chapter 71A.14 in the following manner:

A. Confidentiality

- a. Contractor shall not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of this contract for any purpose that is not directly connected with the performance of the services contemplated hereunder, except;
 - a. As provided by law, or,
 - b. In the case of Personal Information, as provided by law or with the prior written consent of the person or personal representative of the person who is the subject of the Personal Information.
 - c. Confidential Information means information that is exempt from disclosure to the public or other unauthorized persons under RCW 42.56 or other federal or state laws. Confidential information includes, but is not limited to, Personal Information. (Special terms and conditions)
2. The Contractor shall protect and maintain all Confidential Information gained by reason of this Contract against unauthorized use, access, disclosure, modification or loss. This duty requires the Contractor to employ reasonable security measures, which include restricting access to the Confidential Information by:
 - a. Allowing access only to staff that have an authorized business requirement to view the Confidential Information.
 - b. Physically Securing any computers, documents, or other media containing the Confidential Information.
 - c. Ensure the security of Confidential Information transmitted via fax (facsimile) by verifying the recipient phone number to prevent accidental transmittal of Confidential Information to unauthorized persons.
 - d. When transporting six (6) to one hundred forty-nine (149) records containing Confidential Information, outside a Secure Area, do one or more of the following as appropriate;
 - i. Use a Trusted Network as defined in Attachment D – Data Security Requirements.
 - ii. Encrypt the Confidential Information, including;
 - a) Email and/or email attachments.
 - b) Confidential Information when it is stored on portable devices or media, including but not limited to laptop computers, smart phones and flash memory devices.
 - e. When transporting one hundred fifty (150) records or more containing Confidential Information, outside a Secure Area refer to the requirements in Attachment D – Data Security Requirements.
 - f. Send paper documents containing Confidential Information via a Trusted System.

3. To the extent allowed by law, at the end of the Contract term, or when no longer needed, the parties shall return Confidential Information or certify in writing the destruction of Confidential Information upon written request by the other party.
4. Paper documents with Confidential Information may be recycled through a contracted firm, provided the contract with the recycler specifies that the confidentiality of information will be protected, and the information destroyed through the recycling process. Paper documents containing Confidential Information requiring special handling (e.g. protected health information) must be destroyed through shredding, pulping or incineration.
5. The compromise or potential compromise of Confidential Information must be reported to the County Contact listed in the Contract within five (5) business days of discovery for breaches of less than 150 persons' protected data, and three (1) business days of discovery of breaches of over 150 persons' protected data. The parties must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law.

B. Client Eligibility: Client eligibility and service referral are the responsibility of the DDA pursuant to Chapter 388-823 WAC (Eligibility) and Chapter 388-825 WAC (Service Rules). Only persons referred by DDA shall be eligible for direct Client services under this Program Agreement. It is DDA's responsibility to determine and authorize the appropriate direct service type. Direct Client services provided without authorization are not reimbursable under this Contract.

C. Credentials and Minimum Requirements:

1. Contractor agrees to act in compliance with Washington State Developmental Disabilities Administration Policy Manual (Located electronically at www.dshs.wa.gov/ddd/policy.shtml)
2. Contractor agrees to meet Quality Assurance standards. Quality Assurance means an adherence to contract minimum requirements, including *DDA Policy 6.13, Employment/Day Program Provider Qualifications*, County Guidelines and the Criteria for Evaluation, as well as a focus on reasonably expected levels of performance, quality and practice.
3. Policy procedural manuals for information systems, personnel and operations that processes can continue should staffing changes or absences occur.
4. Contractor agrees to Background/Criminal History Checks and to provide Skamania County Community Health with a copy of the results upon request. A background criminal history clearance is required every three years for all employees, subcontractors, and/or volunteers who may have unsupervised access to vulnerable DSHS clients, in accordance with RCW 43.43.830-845, RCW 74.15.030 and chapter 388.06 WAC. If the entity reviewing the application elects to hire or retain an individual after receiving notice that the applicant has a conviction for an offense that would disqualify the applicant from having unsupervised access to vulnerable adults as defined in Chapter 74.34 RCW, then Skamania County shall deny payment for any subsequent services rendered by the disqualified individual provider. The DSHS Background Check Central Unit (BCCU) must be utilized to obtain background clearance.
5. Quality Service Providers: Contractor assures that all service providers meet qualifications as outlined in the DDA Policy 6.13, *Program Provider Qualifications*.

6. Home and Community Based Waiver Services Assignment of Medicaid Billing Rights; Contractor agrees to assign to the County its Medicaid billing rights for services to DDA clients eligible under Title XIX programs in this agreement.
7. Contractor shall report Abuse and Neglect. Contractor and its subcontractors, who are mandated reporters under RCW 74.34.020(11), must comply with reporting requirements described in RCW 74.34.035 and 040 RCW and Chapter 26.44 RCW. If Contractor is notified that an employee or subcontractor staff member is cited or on the registry for a substantiated finding then that associated staff will be prohibited from providing services under this contract.
8. Contractor staff will promptly report to the County per DDA Policy 5.13 (Protection from Abuse), Mandatory Reporting if:
 - a. They have reasonable cause to believe that abandonment, abuse, financial exploitation or neglect (as defined in RCW 74.34.020) of a person who has a developmental disability (as defined in RCW 71A.10.020) has occurred.
 - b. If they have reason to suspect that sexual or physical assault of such a person has occurred, they shall also immediately report to the appropriate law enforcement agency.

D. Statement of Work:

1. Program Agreement Budget: Contractor agrees to provide Skamania County Community Health with a yearly program budget within 30 days of full contract execution. The total funding for all services shall not exceed the total allowed funding per client assigned to the contractor. Client Funding: Funds will follow clients if they move to a different county and/or choose a different qualified provider within the county.
2. Comply with the following referenced documents found at DDA Internet site <https://www.dshs.wa.gov/dda/county-best-practices> under "Counties":
 - a. DDA Policy 4.11, County Services for Working Age Adults;
 - b. WAC 388-850, WAC 388-828, WAC 388-845-0001, 0030, 0205, 0210, 0215, 0220, 0600-0610, 1200-1210, 1400-1410, 2100, 2110;
 - c. Criteria for Evaluation
 - d. County Guidelines; and
 - e. Disability Rights of Washington (formerly Washington Protection and Advocacy System) Access Agreement.
3. Conveyance of The Estimated Number of People to be Served and Targeted Outcomes: Contractor shall submit the Service Information Forms (SIF's), provided by DDA at Internet site <https://www.dshs.wa.gov/dda/county-best-practices> to indicate the estimated number of people to be served, targeted outcomes, and identified goal(s) that focus on quality improvement within the categories of Direct Client Services, and Other Activities within 30 days of execution of County Contract Approval. Once approved the SIF outcomes may be modified only by mutual agreement of the County and the DDA Region. (Quality Improvement means a focus on activities to improve performance above minimum standards and reasonably expected levels of performance, quality and practice.)
4. "Maintenance of Records" Contractor is required to keep all records for 6 years for all eligible clients.

5. "Consumer Support" (special terms and conditions) refers to direct client service types as follows:
 - a. "Community Access" or "CA" and "Community Inclusion" or "CI": services are individualized services provided in typical integrated community settings for individuals in retirement. Services will promote individualized skill development, independent living and community integration for persons' to learn how to actively and independently engage in their local community. Activities will provide opportunities to develop relationships and to learn, practice and apply skills that result in greater independence and community inclusion. These services may be authorized instead of employment support for working age individuals who have received nine months of employment support, haven't found a job and decide not to continue looking for work.
 - b. "Individual Supported Employment" or "IE": services are a part of an individual's pathway to employment and are tailored to individual needs interests, abilities, and promote career development. These are individualized services necessary to help persons with developmental disabilities obtain and continue integrated employment at or above the state's minimum wage in the general workforce. These services may include intake, discovery, assessment, job preparation, job marketing, job supports, record keeping and support to maintain a job.
 - c. "Individualized Technical Assistance" or "ITA" services are a part of an individual's pathway to individual employment. This service provides assessment and consultation to the employment provider to identify and address existing barriers to employment. This is in addition to supports received through supported employment services or pre-vocational services for individuals who have not yet achieved their employment goal.
 - d. "Pre-Vocational Services" or "PVS": services are a part of an individual's pathway to integrated jobs in typical community employment. These services and supports are intended to be short term and should be designed to further habilitation goals that will lead to greater opportunities for competitive and integrated employment and career advancement at or above minimum wage. Services are provided by agencies established to provide services to people with disabilities and offer training and skill development for groups of workers with disabilities in the same setting as well as individual support. Participants are provided at least monthly opportunities to experience typical community settings in support of their pursuit to integrated employment.
6. Program Outcomes Direct Client Services:
 - a. Monthly Community Access/Community Inclusion service support hours will be based on the Client's Community Access Acuity per WAC 388-828-9310 for all Clients who began receiving Community Access/Community Inclusion services July 1, 2011 and forward.
 - i. To ensure health and safety, promote positive image and relationships in the community, increase competence and individualized skill-building, and achieve other expected benefits of Community Access/Community Inclusion, services will occur individually or in a group of no more than 2 or 3 individuals with similar interest and needs.

- ii. Community Access/Community Inclusion services will focus on activities that are typically experienced by the general public. Support to participate in segregated activities and/or specialized activities will not be reimbursed.
 - iii. A client receiving Community Access/Community Inclusion services will not receive employment support simultaneously.
 - iv. A client receiving Community Access/Community Inclusion services may at any time choose to pursue work and to receive employment support.

- b. Clients in an employment program will be supported to work towards a living wage. A living wage is the amount needed to enable an individual to meet or exceed his or her living expenses. Clients should average twenty (20) hours of community work per week or eighty-six (86) hours per month. The amount of service a client receives should be based on his/her demonstrated need, acuity level and work history per WAC 388-828.

- c. Prior to beginning service or an expected change in service, the provider will clearly communicate to the client and the County the maximum service hours per month the Client can expect to receive. Service changes will not occur until the client has received proper notification from DDA.
 - i. The client's DDA ISP (Individual Support Plan) is the driver for services. The CMIS County Service Authorization and updated Planned Rates information will not exceed the client's DDA ISP.
 - ii. The amount of service the client receives should match with the CMIS County Service Authorization and updated Planned Rates information.

- d. All clients will have an individualized plan to identify client's preferences. Minimum plan elements are outlined in the reference document "Criteria for an Evaluation." A copy of the client's individualized plan will be provided to their DDA Case Resource Manager (CRM), guardian and others as appropriate.

- e. Semi-annual progress reports that describe the outcomes of activities will be provided by the Contractor to County, DDA Case Resource Manager, guardians and others as appropriate. The report will summarize the progress made towards the clients individualized goals.

- f. All clients will be contacted by their service provider according to the client need and at least once per month.

- g. If the client's service provider is also the client's employer, funding for the service provider will be available for the first 6 months of employment. At the end of the 6 months another service provider, who is not the employer of record, must provide support unless the county issues a written approval for the provider to continue with long term supports

- h. If clients in Individual Employment or Prevocational services have not obtained paid employment at minimum wage or better within **six (6) month** the Contractor will assure the following steps are taken:
 - i. Review of the progress towards employment goals;
 - ii. Provide evidence of consultation with the family/client; and

- iii. Develop additional strategies with the family/client, Contractor staff, employment support staff and the case manager. Strategies may include providing technical assistance, changing to a new provider, and/or providing additional resources as needed to support the individual's pursuit of employment. The additional strategies will be documented for each client and kept in the client's file(s).
 - i. If after twelve (12) months the client remains unemployed, an additional review will be conducted. The provider will address steps outlined in the previous six month progress report in the next six month progress report. The client may request to participate in Community Access/Community Inclusion activities or the client can choose to remain in an employment program. When requesting to participate in Community Access/Community Inclusion services, the client shall communicate directly with his or her DDA Case Resource Manager (CRM). The CRM is responsible for authorizing Community Access/Community Inclusion services.
 - j. For Prevocational services, it is expected that clients receive training and skill development in groups as well as individual support in the community. The total number of direct service staff hours provided to the group should be equal to or greater than the group's collective amount of individual support monthly base hours. If the direct service staff hours are less than the collective amount, then the provider will be reimbursed only for the number of hours staff actually provided.
6. Employment and day services must adhere to the Home and Community Based settings (HCBS) requirements of 42CFR 441 530(a)(1), including that:
 - a. The setting is integrated in the greater community and supports individuals to have full access to the greater community;
 - b. Ensures the individual receives services in the community to the same degree of access as individuals not receiving Medicaid HCBS;
 - c. The setting provides opportunities to seek employment and work in competitive integrated settings; and
 - d. The setting facilitates individual choice regarding services and supports, and who provides them.
 7. Contractor will provide a program report to the Developmental Disabilities Advisory Board at their regularly scheduled meetings.
 8. Contractor agrees to in person attendance of quarterly meetings with Skamania County Community Health and regional DDA staff.

D. Consideration:

1. Approval of Fees is the responsibility of DDA: The DDA Region reserves the right to approve fees/rates for the services being provided. Contractor will submit a fee/rate schedule within 30 days of County Contract Approval. County will submit updated fee/rate schedules to the DDA Region for approval as changes occur. In the event the DDA Region intends to disapprove the rate schedule it will consult with the County prior to taking action.
2. Client Funding: Funds will follow clients if they move and/or choose a qualified provider in a different county. The client funding amount will be based on that client's historical employment, acuity level and the County classification plus administration.

E. Billing and Payment:

1. Monthly Invoices and documentation: All requests for reimbursement by Contractor for performance hereunder must be submitted by invoice with required documentation claim for each individual (see 2.). Client approval for services must be in place before County can process invoice for payment. County will make payment within 30 days of receipt of accepted invoice.
2. A claim for each individual is documented by indicating the number of service units delivered to each individual, the detail of these service units, the fee per unit and, if applicable, the client hours worked and gross wages paid. A unit is defined as an "hour" entailing at least fifty (50) minutes of direct service. Partial hour to the quarter may be recorded.
3. Timeliness of Billings: All initial invoices with employment documentation must be received by the County within 15 calendar days following the last day of the month in which the service is provided.
4. It is an expectation that all clients access DVR funding as a resource. Client services shall not be reimbursed under this Contract when the same services are paid for under the Rehabilitation Act of 1973 (DVR), P.L. 94-142 Public Education, or any other source of public or private funding.
5. Recovery of Fees: If Contractor bills and is paid fees for services that the County later finds were (a) not delivered or (b) not delivered in accordance with applicable standards, DSHS shall recover the fees for those services and Contractor shall fully cooperate during the recovery.


F. DSHS/DRW Access Agreement: The DRW February 27, 2001 Access Agreement with DDA is incorporated by reference. The Contractor assures that it and its subcontractors have viewed the Access Agreement. The agreement covers DRW's access to individuals with developmental disabilities, clients, programs, and records, outreach activities, authority to investigate allegations of abuse and neglect, other miscellaneous matters, and is binding for all providers of DDA contracted services.

G. Quality Assurance & Evaluation: Contractor will fully cooperate with County staff during an on-site review conducted at a minimum of one time every two years (in accordance with Washington State biennium cycle). The purpose of the review shall be to evaluate and review services delivered to reasonably assure compliance with this contract.


H. Contractor agrees to comply with DSHS Exhibit A - Data Security Requirements detailed on pages 18-25. Exhibit A is attached to Attachment A-Statement of Work and by this reference incorporated herein.

Contractor

Date



Community Health



Date

Special Terms and Conditions

Exhibit A – Data Security Requirements

1. **Definitions.** The words and phrases listed below, as used in this Exhibit, shall each have the following definitions:
 - a. "AES" means the Advanced Encryption Standard, a specification of Federal Information Processing Standards Publications for the encryption of electronic data issued by the National Institute of Standards and Technology (<http://nvlpubs.nist.gov/nistpubs/FIPS/NIST.FIPS.197.pdf>).
 - b. "Authorized Users(s)" means an individual or individuals with a business need to access DSHS Confidential Information, and who has or have been authorized to do so.
 - c. "Category 4 Data" is data that is confidential and requires special handling due to statutes or regulations that require especially strict protection of the data and from which especially serious consequences may arise in the event of any compromise of such data. For purposes of this contract, data classified as Category 4 refers to data protected by: the Health Insurance Portability and Accountability Act (HIPAA).
 - d. "Cloud" means data storage on servers hosted by an entity other than the Contractor and on a network outside the control of the Contractor. Physical storage of data in the cloud typically spans multiple servers and often multiple locations. Cloud storage can be divided between consumer grade storage for personal files and enterprise grade for companies and governmental entities. Examples of consumer grade storage would include iCloud, Dropbox, Box.com, and many other entities. Enterprise cloud vendors include Microsoft Azure, Amazon Web Services, Q365, and Rackspace.
 - e. "Encrypt" means to encode Confidential Information into a format that can only be read by those possessing a "key"; a password, digital certificate or other mechanism available only to authorized users. Encryption must use a key length of at least 128 bits (256 preferred) for symmetric keys, or 2048 bits for asymmetric keys. When a symmetric key is used, the Advanced Encryption Standard (AES) must be used if available.
 - f. "Hardened Password" means a string of at least eight characters containing at least three of the following four character classes: Uppercase alphabetic, lowercase alphabetic, numeral, and special characters such as an asterisk, ampersand, or exclamation point.
 - g. "Mobile Device" means a computing device, typically smaller than a notebook, which runs a mobile operating system, such as iOS, Android, or Windows Phone. Mobile Devices include smart phones, most tablets, and other form factors.
 - h. "Multi-factor Authentication" means controlling access to computers and other IT resources by requiring two or more pieces of evidence that the user is who they claim to be. These pieces of evidence consist of something the user knows, such as a password or PIN; something the user has such as a key card, smart card, or physical token; and something the user is, a biometric identifier such as a fingerprint, facial scan, or retinal scan. "PIN" means a personal identification number, a series of numbers which act as a password for a device. Since PINs are typically only four to six characters, PINs are usually used in conjunction with another factor of authentication, such as a fingerprint.
 - i. "Portable Device" means any computing device with a small form factor, designed to be transported from place to place. Portable devices are primarily battery powered devices with base computing resources in the form of a processor, memory, storage, and network access. Examples include, but

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are not limited to, mobile phones, tablets, and laptops. Mobile Device is a subset of Portable Device.

- j. "Portable Media" means any machine readable media that may routinely be stored or moved independently of computing devices. Examples include magnetic tapes, optical discs (CDs or DVDs), flash memory (thumb drive) devices, external hard drives, and internal hard drives that have been removed from a computing device.
- k. "Secure Area" means an area to which only authorized representatives of the entity possessing the Confidential Information have access, and access is controlled through use of a key, card key, combination lock, or comparable mechanism. Secure Areas may include buildings, rooms or locked storage containers (such as a filing cabinet or desk drawer) within a room, as long as access to the Confidential Information is not available to unauthorized personnel. In otherwise Secure Areas, such as an office with restricted access, the Data must be secured in such a way as to prevent access by non-authorized staff such as janitorial or facility security staff, when authorized Contractor staff are not present to ensure that non-authorized staff cannot access it.
- l. "Trusted Network" means a network operated and maintained by the Contractor, which includes security controls sufficient to protect DSHS Data on that network. Controls would include a firewall between any other networks, access control lists on networking devices such as routers and switches, and other such mechanisms which protect the confidentiality, integrity, and availability of the Data.
- m. "Unique User ID" means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase or other mechanism, authenticates a user to an information system.

2. **Authority.** The security requirements described in this document reflect the applicable requirements of Standard 141.10 (<https://ocio.wa.gov/policies>) of the Office of the Chief Information Officer for the state of Washington, and of the DSHS Information Security Policy and Standards Manual. Reference material related to these requirements can be found here: <https://www.dshs.wa.gov/ffa/keeping-dshs-client-information-private-and-secure>, which is a site developed by the DSHS Information Security Office and hosted by DSHS Central Contracts and Legal Services.

3. **Administrative Controls.** The Contractor must have the following controls in place:

- a. A documented security policy governing the secure use of its computer network and systems, and which defines sanctions that may be applied to Contractor staff for violating that policy.
- b. If the Data shared under this agreement is classified as Category 4 data, the Contractor must be aware of and compliant with the applicable legal or regulatory requirements for that Category 4 Data.
- c. If Confidential Information shared under this agreement is classified as Category 4 data, the Contractor must have a documented risk assessment for the system(s) housing the Category 4 Data.

4. **Authorization, Authentication, and Access.** In order to ensure that access to the Data is limited to authorized staff, the Contractor must:

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- a. Have documented policies and procedures governing access to systems with the shared Data
- b. Restrict access through administrative, physical, and technical controls to authorized staff.
- c. Ensure that user accounts are unique and that any given user account logon ID and password combination is known only to the one employee to whom that account is assigned. For purposes of non-repudiation, it must always be possible to determine which employee performed a given action on a system housing the Data based solely on the logon ID used to perform the action
- d. Ensure that only authorized users are capable of accessing the Data.
- e. Ensure that an employee's access to the Data is removed immediately:
 - (1) Upon suspected compromise of the user credentials.
 - (2) When their employment, or the contract under which the Data is made available to them, is terminated.
 - (3) When they no longer need access to the Data to fulfill the requirements of the contract.
- f. Have a process to periodically review and verify that only authorized users have access to systems containing DSHS Confidential Information
- g. When accessing the Data from within the Contractor's network (the Data stays within the Contractor's network at all times), enforce password and logon requirements for users within the Contractor's network, including:
 - (1) A minimum length of 8 characters, and containing at least three of the following character classes: uppercase letters, lowercase letters, numerals, and special characters such as an asterisk, ampersand, or exclamation point.
 - (2) That a password does not contain a user's name, logon ID, or any form of their full name.
 - (3) That a password does not consist of a single dictionary word. A password may be formed as a passphrase which consists of multiple dictionary words.
 - (4) That passwords are significantly different from the previous four passwords. Passwords that increment by simply adding a number are not considered significantly different.
- h. When accessing Confidential Information from an external location (the Data will traverse the Internet or otherwise travel outside the Contractor's network), mitigate risk and enforce password and logon requirements for users by employing measures including:
 - (1) Ensuring mitigations applied to the system don't allow end-user modification.
 - (2) Not allowing the use of dial-up connections.
 - (3) Using industry standard protocols and solutions for remote access. Examples would include RADIUS and Citrix.
 - (4) Encrypting all remote access traffic from the external workstation to Trusted Network or to a component within the Trusted Network. The traffic must be encrypted at all times while traversing any network, including the Internet, which is not a Trusted Network.

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- (5) Ensuring that the remote access system prompts for re-authentication or performs automated session termination after no more than 30 minutes of inactivity.
 - (6) Ensuring use of Multi-factor Authentication to connect from the external end point to the internal end point.
 - i. Passwords or PIN codes may meet a lesser standard if used in conjunction with another authentication mechanism, such as a biometric (fingerprint, face recognition, iris scan) or token (software, hardware, smart card, etc.) in that case:
 - (1) The PIN or password must be at least 5 letters or numbers when used in conjunction with at least one other authentication factor
 - (2) Must not be comprised of all the same letter or number (11111, 22222, aaaaa, would not be acceptable)
 - (3) Must not contain a "run" of three or more consecutive numbers (12398, 98743 would not be acceptable)
 - j. If the contract specifically allows for the storage of Confidential Information on a Mobile Device, passcodes used on the device must:
 - (1) Be a minimum of six alphanumeric characters.
 - (2) Contain at least three unique character classes (upper case, lower case, letter, number).
 - (3) Not contain more than a three consecutive character run. Passcodes consisting of 12345, or abcd12 would not be acceptable.
 - k. Render the device unusable after a maximum of 10 failed logon attempts.
- 5. Protection of Data.** The Contractor agrees to store Data on one or more of the following media and protect the Data as described:
- a. **Hard disk drives.** For Data stored on local workstation hard disks, access to the Data will be restricted to Authorized User(s) by requiring logon to the local workstation using a Unique User ID and Hardened Password or other authentication mechanisms, which provide equal or greater security, such as biometrics or smart cards.
 - b. **Network server disks.** For Data stored on hard disks mounted on network servers and made available through shared folders, access to the Data will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on disks mounted to such servers must be located in an area, which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

For DSHS Confidential Information stored on these disks, deleting unneeded Data is sufficient as long as the disks remain in a Secure Area and otherwise meet the requirements listed in the above paragraph. Destruction of the Data, as outlined below in Section 8 Data Disposition, may be deferred until the disks are retired, replaced, or otherwise taken out of the Secure Area.

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- c. **Optical discs (CDs or DVDs) in local workstation optical disc drives.** Data provided by DSHS on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a Secure Area. When not in use for the contracted purpose, such discs must be Stored in a Secure Area. Workstations which access DSHS Data on optical discs must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism
- d. **Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers.** Data provided by DSHS on optical discs which will be attached to network servers and which will not be transported out of a Secure Area. Access to Data on these discs will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on discs attached to such servers must be located in an area, which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
- e. **Paper documents.** Any paper records must be protected by storing the records in a Secure Area, which is only accessible to authorized personnel. When not in use, such records must be stored in a Secure Area..
- f. **Remote Access.** Access to and use of the Data over the State Governmental Network (SGN) or Secure Access Washington (SAW) will be controlled by DSHS staff who will issue authentication credentials (e.g. a Unique User ID and Hardened Password) to Authorized Users on Contractor's staff. Contractor will notify DSHS staff immediately whenever an Authorized User in possession of such credentials is terminated or otherwise leaves the employ of the Contractor, and whenever an Authorized User's duties change such that the Authorized User no longer requires access to perform work for this Contract.
- g. **Data storage on portable devices or media.**
 - (1) Except where otherwise specified herein, DSHS Data shall not be stored by the Contractor on portable devices or media unless specifically authorized within the terms and conditions of the Contract. If so authorized, the Data shall be given the following protections:
 - (a) Encrypt the Data.
 - (b) Control access to devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics.
 - (c) Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is 20 minutes.
 - (d) Apply administrative and physical security controls to Portable Devices and Portable Media by:
 - i. Keeping them in a Secure Area when not in use,
 - ii. Using check-in/check-out procedures when they are shared, and
 - iii. Taking frequent inventories.

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- (2) When being transported outside of a Secure Area, Portable Devices and Portable Media with DSHS Confidential Information must be under the physical control of Contractor staff with authorization to access the Data, even if the Data is encrypted.

h. Data stored for backup purposes.

- (1) DSHS Confidential Information may be stored on Portable Media as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. Such storage is authorized until such time as that media would be reused during the course of normal backup operations. If backup media is retired while DSHS Confidential Information still exists upon it, such media will be destroyed at that time in accordance with the disposition requirements below in Section 8 Data Disposition.
- (2) Data may be stored on non-portable media (e.g. Storage Area Network drives, virtual media, etc.) as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. If so, such media will be protected as otherwise described in this exhibit. If this media is retired while DSHS Confidential Information still exists upon it, the data will be destroyed at that time in accordance with the disposition requirements below in Section 8 Data Disposition

i. Cloud storage. DSHS Confidential Information requires protections equal to or greater than those specified elsewhere within this exhibit. Cloud storage of Data is problematic as neither DSHS nor the Contractor has control of the environment in which the Data is stored. For this reason:

- (1) DSHS Data will not be stored in any consumer grade Cloud solution, unless all of the following conditions are met:
 - (a) Contractor has written procedures in place governing use of the Cloud storage and Contractor attest to the contact listed in the contract and keep a copy of that attestation for your records in writing that all such procedures will be uniformly followed.
 - (b) The Data will be Encrypted while within the Contractor network.
 - (c) The Data will remain Encrypted during transmission to the Cloud.
 - (d) The Data will remain Encrypted at all times while residing within the Cloud storage solution.
 - (e) The Contractor will possess a decryption key for the Data, and the decryption key will be possessed only by the Contractor.
 - (f) The Data will not be downloaded to non-authorized systems, meaning systems that are not on the contractor network
 - (g) The Data will not be decrypted until downloaded onto a computer within the control of an Authorized User and within either the DSHS or Contractor's network.
- (2) Data will not be stored on an Enterprise Cloud storage solution unless either:
 - (a) The Cloud storage provider is treated as any other Sub-Contractor, and agrees in writing to all of the requirements within this exhibit; or,
 - (b) The Cloud storage solution used is HIPAA compliant.

Special Terms and Conditions

(3) If the Data includes protected health information covered by the Health Insurance Portability and Accountability Act (HIPAA), the Cloud provider must sign a Business Associate Agreement prior to Data being stored in their Cloud solution.

6. **System Protection.** To prevent compromise of systems which contain DSHS Data or through which that Data passes:
- a. Systems containing DSHS Data must have all security patches or hotfixes applied within 3 months of being made available.
 - b. The Contractor will have a method of ensuring that the requisite patches and hotfixes have been applied within the required timeframes.
 - c. Systems containing DSHS Data shall have an Anti-Malware application, if available, installed.
 - d. Anti-Malware software shall be kept up to date. The product, its anti-virus engine, and any malware database the system uses, will be no more than one update behind current.
7. **Data Segregation.**
- a. DSHS category 4 data must be segregated or otherwise distinguishable from non-DSHS data. This is to ensure that when no longer needed by the Contractor, all DSHS Data can be identified for return or destruction. It also aids in determining whether DSHS Data has or may have been compromised in the event of a security breach. As such, one or more of the following methods will be used for data segregation
 - (1) DSHS Data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-DSHS Data.
 - (2) DSHS Data will be stored in a logical container on electronic media, such as a partition or folder dedicated to DSHS Data.
 - (3) DSHS Data will be stored in a database which will contain no non-DSHS data. And/or,
 - (4) DSHS Data will be stored within a database and will be distinguishable from non-DSHS data by the value of a specific field or fields within database records.
 - (5) When stored as physical paper documents, DSHS Data will be physically segregated from non-DSHS data in a drawer, folder, or other container.
 - b. When it is not feasible or practical to segregate DSHS Data from non-DSHS data, then both the DSHS Data and the non-DSHS data with which it is commingled must be protected as described in this exhibit.
8. **Data Disposition.** When the contracted work has been completed or when the Data is no longer needed, except as noted above in Section 5.b, Data shall be returned to DSHS or destroyed. Media on which Data may be stored and associated acceptable methods of destruction are as follows:

Data stored on:	Will be destroyed by:
Server or workstation hard disks, or	Using a "wipe" utility which will overwrite the Data at least three (3) times using either random or single character data, or

Special Terms and Conditions

Removable media (e.g. floppies, USB flash drives, portable hard disks) excluding optical discs	Degaussing sufficiently to ensure that the Data cannot be reconstructed, or Physically destroying the disk
Paper documents with sensitive or Confidential Information	Recycling through a contracted firm, provided the contract with the recycler assures that the confidentiality of Data will be protected.
Paper documents containing Confidential Information requiring special handling (e.g. protected health information)	On-site shredding, pulping, or incineration
Optical discs (e.g. CDs or DVDs)	Incineration, shredding, or completely defacing the readable surface with a coarse abrasive
Magnetic tape	Degaussing, incinerating or crosscut shredding

9. **Notification of Compromise or Potential Compromise.** The compromise or potential compromise of DSHS shared Data must be reported to the DSHS Contact designated in the Contract within one (1) business day of discovery. If no DSHS Contact is designated in the Contract, then the notification must be reported to the DSHS Privacy Officer at dshsprivacyofficer@dshs.wa.gov. Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or DSHS.
10. **Data shared with Subcontractors.** If DSHS Data provided under this Contract is to be shared with a subcontractor, the Contract with the subcontractor must include all of the data security provisions within this Contract and within any amendments, attachments, or exhibits within this Contract. If the Contractor cannot protect the Data as articulated within this Contract, then the contract with the subcontractor must be submitted to the DSHS Contact specified for this contract for review and approval.

Attachment B
HIPAA Business Associate Agreement

Definitions: COUNTY shall mean **Skamania County Community Health**
CONTRACTOR shall mean **Entrust Community Services**

Obligations & Activities of Business Associate:

1. CONTRACTOR agrees to not use or disclose Protected Health Information (PHI), as defined in 45 CFR 164.501, other than as permitted or required by the Agreement or as required by law.
2. CONTRACTOR agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement.
3. CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of PHI by CONTRACTOR in violation of the requirements of this Agreement.
4. CONTRACTOR agrees to report to COUNTY any use or disclosure of the PHI not provided for by this Agreement of which it becomes aware.
5. CONTRACTOR agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by CONTRACTOR on behalf of COUNTY, agrees to the same restrictions and conditions that apply through this Agreement to CONTRACTOR with respect to such information.
6. CONTRACTOR agrees to make internal practices and records, including policies & procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by CONTRACTOR on behalf of, COUNTY available to the Secretary of the Department of Health & Human Services, in a time and manner as agreed or designated by the Secretary, for purposes of the Secretary determining COUNTY'S compliance with Health Information Portability and Accountability Act (HIPAA).
7. CONTRACTOR agrees to document such disclosures of PHI and information related to such disclosures as would be required for COUNTY to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.
8. CONTRACTOR agrees to provide to COUNTY or an individual, in time and manner as agreed, information collected in accordance with this agreement, to permit COUNTY to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.
9. CONTRACTOR may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 42 CFR 164.502 (j)(1) and may use PHI for the proper management and administration or to carry out the legal responsibilities of the CONTRACTOR, provided that such use or disclosure would not violate HIPAA.


COUNTY Responsibilities:

1. COUNTY shall notify CONTRACTOR of any limitations in its notice of privacy practices of CONTRACTOR in accordance with 45 CFR 164.520, to the extent that such limitation may affect CONTRACTOR'S use or disclosure of PHI.
2. COUNTY shall notify CONTRACTOR of any changes in, or revocation of, permission by individual to use or disclose PHI, to the extent that such changes may affect CONTRACTOR'S use or disclosure of PHI.
3. COUNTY shall notify CONTRACTOR of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect CONTRACTOR'S use or disclosure of PHI.
4. COUNTY shall not request CONTRACTOR to use or disclose PHI in any manner that would not be permissible under HIPAA if done by COUNTY.

Interpretation:

1. The reference in this Agreement to HIPAA shall mean the latest version in effect or as amended.
2. This agreement shall be amended as is necessary for COUNTY to comply with the requirements and amendments of HIPAA.
3. Any ambiguity in this Agreement shall be resolved to permit COUNTY to comply with HIPAA.

Contractor



Community Health

Date



Date

Attachment C
SUSPENSION & DEBARMENT CERTIFICATION

Definitions: COUNTY shall mean **Skamania County Community Health**
CONTRACTOR shall mean **Entrust Community Services**

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:

This certification is required by the regulations at Title 2 Code of Federal Regulations Part 180 for all lower tier (subcontracting) transactions.

The CONTRACTOR certifies, by signing this agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. The prospective lower tier participant shall provide immediate written notice to the COUNTY if at any time the CONTRACTOR learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.


Should the CONTRACTOR enter into a covered transaction with another person at the next lower tier (subcontract), the CONTRACTOR agrees by signing this agreement that it will verify that the person with whom it intends to do business is not excluded or disqualified. The CONTRACTOR will do this by:

- (a) Checking the federal Excluded Parties List System (EPLS); or
- (b) Collecting a certification from that person; or
- (c) Adding a clause or condition to the contract with that person

The CONTRACTOR agrees by signing this agreement that it shall not knowingly enter into any lower tier transaction (subcontract) with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which the transaction originated. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction (subcontract) that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous.

The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the CONTRACTOR knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Contractor



Community Health

Date

11/21/2021

Date

COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS

1. Contract Number: Snow Plowing Service Contract

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

3. Contractor Information: Contractor: Columbia Pacific Construction
Contact Person: Chris Creagan
Title: President
Address: 175 Hansen Lane
Address: Woodland, WA. 98674
Phone: 360-225-6323

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

Snow Plowing Service Contract for the Forest Service 90 & 25 Roads for the ~~2017~~²⁰²¹⁻²⁰²² 2018 Season

5. Term of Contract: From: November 1, 2021, To: March 31, 2022

6. Contract Award Process: (Check appropriate box)

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

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

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: \$10,000.
Amount Not Budgeted in Current Year: \$ Source: _____
Total Non-County Funds Committed: \$20,000. Source: PacifiCorp Energy
Total County Funds Committed: \$
TOTAL FUNDS COMMITTED: \$30,000.

8. County Contact Person: Name: Tony Hegewald
Title: Engineering Technician II

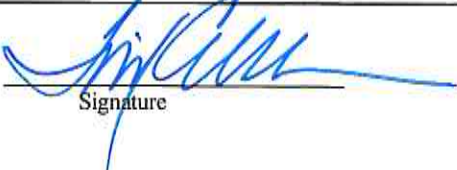
9. Department Approval: 
Department Head or Elected Official Signature

10. Special Comments: This Contract was rebid for this year (2021-22) and will carry the usual not to exceed \$30,000.00

We will also be able to renewed for the next two (3) years, per negotiations with the contractor.

make copy for Creagan

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	<u>PUBLIC WORKS</u> Department	 Signature
<u>AGENDA DATE</u>	<u>November 16 , 2021</u>	
<u>SUBJECT</u>	<u>SNOW PLOWING SERVICE CONTRACT, FOREST SERVICE 90 & 25 ROADS</u>	
<u>ACTION REQUESTED</u>	<u>CONTRACT AWARD & EXECUTE</u>	

SUMMARY/BACKGROUND

The Snow Plowing Service Contract is for the plowing of the (1) Forest Service 90 Road from milepost 0.00 at the County Line, to milepost 16.33 at Pine Creek Fire Station as a turnaround point and (2) Forest Service 25 Road from milepost 42.96 to milepost 44.00. The Snow Plowing shall be between the months of November 2021 through March of 2022. Due to the limited availability of County forces and equipment, this bid will assist the County in providing public and emergency access to residents and businesses along the FS 90 Road and 25 Road. This Contract can be renewed for up to 3 years without going out for bid.

FISCAL IMPACT

The Board of County Commissioners has allocated, in the 2021 Skamania County Budget, \$10,000.00 in funding for snow plowing of the Forest Service 90 Road and 25 Road. Additionally, PacifiCorp Energy will enter into a Reimbursable Agreement with Skamania County once the Service Contract has been awarded, and they will allocate \$20,000.00 towards the Service Contract. This Contract will not exceed \$30,000.00 unless The Board of County Commissioners approve extra funds.

RECOMMENDATION

That the Skamania County Board of Commissioners, by motion action, Award Contract & Execute for Snow Plowing Service Contract of Forest Service 90 and 25 Roads for the contract year November 2021 to March 2022 to: Columbia Pacific Construction

LIST ATTACHMENTS

- Contract Face Sheet
- Bid Proposal
- Contract Form
- Liability Insurance

PROPOSAL

Project Title Snow Plowing Service Contract: Forest Service 90 & 25 Roads

CRP # _____ FAS # _____

STA. _____ STA. _____

The undersigned hereby certifies that they examined the location of Skamania County Road, known as Forest Service Rd. 90 + 25 Snow Plowing project, limits Sta. 90 Rd. MP0.00 to MP16.33 to Sta. 25 Rd. MP44.00 to MP42.96, read and thoroughly understand the plans, specifications and contract governing the work embraced in the improvements, and the method by which payment will be made for said work, and hereby propose to undertake and complete the work embraced in this improvement, in accordance with the said plans, specifications and contract, and the following schedule of rates and prices.

Item No.	Unit	Approx. Quantity	Description	Unit Price	Amount
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PREPARATION

1.	LS	1	Mobilization, SPCC Plan, & Snow Check	<u>\$6,000.00</u>	<u>\$6,000.00</u>
2.	HR	80	Truck w/Plow	<u>\$ 150.00</u>	<u>\$ 12,000.00</u>
3.	HR	60	Grader	<u>\$ 155.00</u>	<u>\$ 9,300.00</u>
4.	HR	10	Front-End Loader	<u>\$ 50.00</u>	<u>\$ 500.00</u>
5.	HR	25	Snowblower	<u>\$ 250.00</u>	<u>\$ 6,250.00</u>
6.	HR	20	Labor	<u>\$ 30.00</u>	<u>\$ 600.00</u>

OTHER ITEMS

7.	Calc.	1	Fuel Cost Adj.	<u>\$0.00</u>	<u>0.00</u>
8.	Calc.	1	Minor Change	<u>\$1.00</u>	<u>(\$1.00)</u>

Total of Project \$ 34,649.00

Contractor: Columbia Pacific Construction Date: 11.8.2021

PROPOSAL

A proposal guarantee in an amount of five percent (5%) of the total bid, based upon the approximate estimate of quantities at the above prices and in the form as indicated below, is attached hereto.

All such amounts are subject to forfeiture, in accordance with RCW 47.28.100, if successful bidder fails to enter into contract and bond. The parties agree that this amount reasonably reflects the amount that the County will be damaged if the bidder fails to execute the contract.

() Bid Bond

() Cashier's Check

In the amount of One thousand seven hundred thirty two ⁴⁵/₁₀₀ dollars (\$ 1,732.45), payable to Skamania County Treasurer. (Standard Format Bid bonds from surety are acceptable.)

* Receipt is hereby acknowledged of addendum(s) No.(s) N/A, N/A, N/A, N/A, N/A & N/A per Sec. 1-02.6 of the Standard Specifications.

Failure to acknowledge receipt of all addenda shall render the bid non-responsive and will not be considered further.

** Note: If the bidder is a corporation, this proposal must be executed by its duly authorized officials.



Chad MacKay

Signature of Authorized Official(s)

175 Hansen Lane

Woodland, WA

98674

Address of bidder: (Principal place of business)

COLUMPC792DU

State of Washington Contractor's License Number

86-1215674

Federal Identification Number

CONTRACT FORM

THIS AGREEMENT, made and entered into this 9 day of November, 2021, between the SKAMANIA COUNTY PUBLIC WPRKS DEPARTMENT, under and by virtue of Section 34, Chapter 187 of the Laws of 1937 as revised, 1943, and

Columbia Pacific Construction, LLC

hereinafter called the "Contractor", WITNESSETH:

The parties to this agreement, in consideration of the mutual covenants and stipulations set out herein, agree as follows:

1. The Contractor shall do all work and furnish all tools, material, and equipment for the completion of the following project:

Snow Plowing Service Contract for FS 90 & 25 Roads

The Contractor shall complete the above described project in full compliance with the terms, conditions, and stipulations herein and in compliance with the attached plans and specifications.

2. The parties mutually agree that all documents hereto attached, including but not limited to the NOTICE TO CONTRACTORS; INSTRUCTIONS TO BIDDERS; BOND FORM; PROPOSAL FORM; NON-COLLUSION DECLARATION; SPECIAL PROVISIONS (if any); and the complete plans and/or specifications, together with the following numbered Addenda: NA, NA, are hereby made a part of this contract. The parties further agree that the Washington State Department of Transportation / American Public Works Association's 2016 STANDARD SPECIFICATIONS FOR ROAD, BRIDGE, AND MUNICIPAL CONSTRUCTION is hereby incorporated by reference.
3. Performance under this contract shall be rendered to the satisfaction of Skamania County.
4. The parties agree that TIME IS OF THE ESSENCE.
5. The parties agree that the Contractor is an independent Contractor and not a servant, agent or employee of the County; and, except as otherwise provided, the Contractor is not subject to the supervision or control of the County and the County is not responsible for the Contractor's conduct.
6. Except as expressly provided herein, no liability shall attach to the County by reason of entering _____ into this _____ contract

The CONTRACTOR shall indemnify and hold harmless the Contracting Agency, and its respective employees agents, licensees, and representatives, from and against any and all claims, actions, judgments, costs, penalties, liabilities, damages, losses, and expenses, including but not limited to attorneys' fees, and all other costs of defense of whatever kind or nature arising out of injuries to or death of any and all persons (including subcontractors, agents, licensees, invitee or employees) or damage to 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 the Contractor's performance of its work, unless such injury, death or damage is caused by the negligence of the Contracting Agency.

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 Contracting Agency or its agents or employees, then the Contractor expressly and specifically agrees to hold the Contracting Agency harmless to the extent of Contractor or its agents and employees concurrent negligence.

The CONTRACTOR specifically waives its immunity under Title 51 (Industrial Insurance Act), 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 file by and/or injuries to Contractor's own employees.

7. Except as otherwise provided, any and all suits for any and every breach of this contract must be instituted and maintained in a court of competent jurisdiction in Skamania County, State of Washington. The parties agree that the laws of the State of Washington govern with respect to interpretation and performance. In the event of a breach of this agreement, the prevailing party shall be entitled to recover all costs in connection with enforcing the terms of this agreement, which include but are not limited to the recovery of reasonable attorney's fees, whether or not a lawsuit is filed.
8. This instrument contains the entire agreement between the parties, and no statements, promises, or inducements made by either party, or agent of either party, that are not contained in this written contract shall be valid or binding.
9. In addition to its other remedies, the County may cancel or otherwise rescind this contract if the Contractor does not perform the work in accordance with this agreement and the laws, regulations and policies of Skamania County and the State of Washington.

IN WITNESS WHEREOF, the Contractor has executed this instrument, and the SKAMANIA COUNTY BOARD OF COMMISSIONERS have caused this instrument to be executed the day and year first above written.

by: [Signature]

by: COLUMBIA PACIFIC CONSTRUCTION LLC
CONTRACTOR

The foregoing contract is hereby approved and ratified this 3TH day of NOVEMBER, 2021.

CONTRACTOR'S SURETY

by: _____

BOARD OF COUNTY COMMISSIONERS OF
SKAMANIA COUNTY, WASHINGTON

Chair

Commissioner

Commissioner

ATTEST:

Clerk of the Board

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Propel Insurance Longview Commercial Insurance P.O. Box 9 Longview, WA 98632	CONTACT NAME: Leigh Penley
	PHONE (A/C, No, Ext): 800 499-0933 FAX (A/C, No): 866 577-1326 E-MAIL ADDRESS: leigh.penley@propelinsurance.com
INSURED CPC, LLC 175 Hansen Lane Woodland, WA 98674	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A : Middlesex Insurance Company 23434
	INSURER B : Homeland Insurance Company of New York 34452
	INSURER C : Travelers Property Casualty Co America
	INSURER D :
	INSURER E :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded:5,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		A016885504	03/01/2021	03/01/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 WA Stop Gap \$1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		A0168855001	03/01/2021	03/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000		A0168855005	03/01/2021	03/01/2022	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	6JUB5N23376320 (Arizona)	11/09/2020	11/09/2021	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$100,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$100,000
B	Pollution Liab		7930069510003	03/01/2021	03/01/2022	\$2,000,000 / \$5,000 Ded
A	Leased/Rent Equip		A0168855003	03/01/2021	03/01/2022	\$400,000 / \$1,000 Ded.
A	Install Floater		A0168855003	03/01/2021	03/01/2022	\$500,000 / \$5,000 Ded.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: Snow Plowing Service Contract for FS90 & 25 Roads, Skamania County / Certificate Holders Include:
 PacificCorp. Additional insured is on a primary and non-contributory basis and waiver of subrogation status applies per attached forms, if required by written contract.

CERTIFICATE HOLDER Skamania County Board of Commissioners PO Box 790 Stevenson, WA 98648-0000	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Mae Mowbride</i>
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POLICY NUMBER: A0168855004

APPLICABLE FORMS AND ENDORSEMENTS

In addition to the common policy forms and endorsements, the following forms and endorsements apply to the Commercial General Liability Coverage:

Form/Endorsement Number and Edition Date	Form/Endorsement Title
CG 00 01 04 13	Commercial General Liability Coverage Form
CG 01 81 07 98	Washington Changes
CG 01 97 12 07	Washington Changes - Employment-Related Practices Exclusion
CG 03 00 01 96	Deductible Liability Insurance
CG 20 01 04 13	Primary And Noncontributory - Other Insurance Condition
CG 20 10 04 13	Additional Insured - Owners, Lessees Or Contractors - Scheduled Person Or Organization
CG 20 37 04 13	Additional Insured - Owners, Lessees Or Contractors - Completed Operations
CG 21 06 05 14	Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data - Related Liability - With Limited Bodily Injury Exception
CG 21 73 01 15	Exclusion Of Certified Acts Of Terrorism
CG 21 96 03 05	Silica Or Silica-Related Dust Exclusion
CG 22 34 04 13	Exclusion - Construction Management Errors And Omissions
CG 22 79 04 13	Exclusion - Contractors - Professional Liability
CG 24 04 05 09	Waiver Of Transfer Of Rights Of Recovery Against Others To Us
CG 24 26 04 13	Amendment Of Insured Contract Definition
CG 25 03 05 09	Designated Construction Project(s) General Aggregate Limit
CG 26 77 12 04	Washington - Fungi Or Bacteria Exclusion
CG 70 98 12 04	Changes - Pollution Liability
CG 71 04 03 18	Non-Cumulation Of Limits
CG 80 27 06 20	Composite Rate/Premium Endorsement
CG 80 55 06 18	Special Broad Form General Liability Endorsement
CG 88 11 06 04	Exclusion - Asbestos
CG 88 39 04 13	Distribution Of Material In Violation Of Statutes Amended Exclusion
IL 01 23 11 13	Washington Changes - Defense Costs
IL 01 98 09 08	Nuclear Energy Liability Exclusion Endorsement (Broad Form)
IL 80 04 07 16	Exclusion - Infectious Or Communicable Disease

OPTIONAL ENDORSEMENT SCHEDULES

For information not shown below, refer to the individual endorsements.

Deductible Liability Insurance

Coverage

"Bodily Injury" Liability

"Property Damage" Liability

Amount and Basis of Deductible

Not Applicable

\$5,000 Per Occurrence

MISCELLANEOUS OPTIONAL COVERAGE ENDORSEMENTS

Waiver Of Transfer Of Rights Of Recovery Against Others To Us

Name Of Person Or Organization:

Any person or organization to whom you are required to waive your right to recover by a written contract or agreement executed prior to loss

Special Broad Form General Liability Endorsement

Employee Benefits Liability

Each Employee Limit

\$1,000,000

POLICY NUMBER: A0168855004

MISCELLANEOUS OPTIONAL COVERAGE ENDORSEMENTS

Designated Construction Project(s) General Aggregate Limit

Designated Construction Project(s):

All construction projects away from premises owned by or rented to the Insured

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization you are required to add as an additional insured under a written contract or written agreement in effect prior to any loss or damage.	Jobsites as described in written contracts with the named insured. Description: All Operations with written contract with the named insured.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization you are required to add as an additional insured under a written contract or written agreement in effect prior to any loss or damage.	Jobsites and Operations as described in written contracts with the named insured.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Any person or organization to whom you are required to waive your right to recover by a written contract or agreement executed prior to loss

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV - Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s): All construction projects away from premises owned by or rented to the Insured

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I - Coverage A, and for all medical expenses caused by accidents under Section I - Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
 - 1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 - 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 - 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 - 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** - Coverage **A**, and for all medical expenses caused by accidents under Section **I** - Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Section **III** - Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

POLICY NUMBER: A0168855001



BUSINESS AUTO COVERAGE DECLARATIONS

<p>Middlesex (A Participating Stock Company) A member of the Sentry Insurance Group 1800 North Point Drive Stevens Point, WI 54481</p>	<p>Agency Propel Insurance Agency LLC (Tacoma, WA - 10024792) P O Box 2940 Tacoma, WA 98401 Agency Code 10024792</p>
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ITEM ONE

POLICY INFORMATION

First Named Insured: CPC LLC
Address: 175 Hansen Ln
Woodland, WA 98674-9668

The Business Auto Coverage applies from 03/01/2021 to 03/01/2022 at 12:01 A.M. Standard Time at the First Named Insured's mailing address shown above.

Additional Named Insureds

In addition to the Named Insured's listed in the Common Declarations, the following person(s) or organization(s) are named insured's for the Business Auto Coverage only.

Additional Interests

For additional interests which apply to a specified covered "auto" refer to the Schedule of Covered Autos. For additional interests which apply to all covered "autos", refer to the Additional Interests Supplemental Declarations.

APPLICABLE FORMS AND ENDORSEMENTS

In addition to the common policy forms and endorsements, the following forms and endorsements apply to the Business Auto Coverage:

Form/Endorsement Number and Edition Date	Form/Endorsement Title
CA 00 01 10 13	Business Auto Coverage Form
CA 01 35 10 13	Washington Changes
CA 20 01 10 13	Lessor - Additional Insured And Loss Payee
CA 21 34 10 13	Washington Underinsured Motorists Coverage
CA 23 92 10 13	Washington Exclusion Of Terrorism
CA 23 94 10 13	Silica Or Silica-Related Dust Exclusion For Covered Autos Exposure
CA 70 57 10 13	Special Broad Form Auto Endorsement
CA 76 01 06 15	Designated Insured - Primary and Noncontributory - Covered Autos Liability Coverage
CA 87 48 10 13	Washington Driver Exclusion Endorsement
CA 99 03 10 13	Auto Medical Payments Coverage

CA 89 01 10 14
A0168855
Middlesex

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED INSURED - PRIMARY AND
NONCONTRIBUTORY - COVERED AUTOS
LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- AUTO DEALERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated.

Named Insured: CPC LLC Endorsement Effective Date: 03/01/2021
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SCHEDULE

Name Of Person(s) Or Organization(s): Any person or organization you are required to add as an additional insured under a written contract or written agreement in effect prior to any loss or damage.
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Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in:**
- (1) Paragraph A.1. of Section II - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms; or
 - (2) Paragraph D.2. of Section I - Covered Autos Coverages of the Auto Dealers Coverage Form.

B. Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other auto insurance issued to the person or organization in the schedule under your policy provided that:

- (1) The person or organization is a Named Insured under such other insurance; and
- (2) Prior to the "accident" you have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<p>Named Insured: CPC LLC</p> <p>Endorsement Effective Date: 03/01/2021</p>

SCHEDULE

<p>Name(s) Of Person(s) Or Organization(s): Any person or organization from whom you are required to waive your right to recover under a written contract or agreement in effect prior to any loss or damage</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.