

**SKAMANIA COUNTY BOARD OF COMMISSIONERS**  
**240 NW Vancouver Ave.**  
**Stevenson, WA 98648**  
**Agenda for February 8, 2022**

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  
 1 301 715 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](mailto:slack@co.skamania.wa.us) When a holiday falls on Monday, the regular meeting is held on Wednesday of that week.

**Tuesday, February 8, 2022**

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

Consent Agenda Items will be considered and approved on a single motion. Any Commissioner may, by request, remove an item from the agenda prior to approval. (9 items)

1. Minutes for September 21-23, 2021
2. Set a public hearing for March 8, 2022, to consider Resolution 2022-08, In the matter of Skamania County Commissioner District Boundaries based on 2020 United States decennial census
3. Liquor license approval for Savage Grace Wines, LLC, Beer and Wine Specialty Shop license
4. Contract Amendment #1 with Black Knight Data and Analytics to reimburse county for digitized document services
5. Sub-recipient contract to allow San Juan County to receive pass through funds for Next Generation 911 Telephone Equipment from the NG911 National Highway Traffic Safety Administration Federal Grant administered by Skamania County Sheriff
6. Sub-recipient contract to allow Lincoln County to receive pass through funds for Next Generation 911 Telephone Equipment from the NG911 National Highway Traffic Safety Administration Federal Grant administered by Skamania County Sheriff
7. Amendment to interlocal agreement between Skamania, Okanogan, and Skagit Counties to add San Juan, Lincoln, and Ferry Counties, creating a consortium to provide shared interconnect 911 call handling equipment and systems
8. Contract with the Offices of Sharon A. Rice, Hearing Examiner, PLLC to provide hearing examiner services for Skamania County
9. Contract with Axon Enterprise, Inc. for product and storage service for Axon body worn camera's and tasers

Voucher Approval

Payroll Approval

Community Health Director Employment Contract

**Agenda Continues on next page**

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Noxious Weed Report, Emily Stevenson Program Manager

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

10:00 AM Department Head Reports

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

Adjourn

1:30 PM Board of Health

**BOARD OF SKAMANIA COUNTY COMMISSIONERS**  
**Skamania County Courthouse**  
**240 NW Vancouver Ave. Lower Level, Room 18**  
**Stevenson, WA 98648**  
**Minutes for Meetings of September 21-23, 2021**

The Commissioners' business meeting was called to order at 9:31 a.m. on Tuesday, September 21, 2021, at the Commissioners' Meeting Room, 240 NW Vancouver Avenue in Stevenson, with Commissioners Robert Hamlin, Richard Mahar, and T.W. Lannen, Chair present.

The Pledge of the Allegiance was led by Emily Stevenson, Noxious Weed Coordinator.

There was no public comment.

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

1. Title VI Annual Report for 2020-2021 for project from October 2020 through September 2021
2. Minutes for meeting of July 27, 2021
3. Minutes for meeting of August 3-5, 2021

Commissioner Hamlin moved, seconded by Commissioner Mahar and the motion passed unanimously to approve vouchers for the period dated September 21, 2021, in the total amount of \$310,929.28 with \$83,820.14 being Current Expense, covering warrant numbers 183363 through 183434.

Commissioner Hamlin moved, seconded by Commissioner Mahar and the motion passed unanimously to approve payroll for the period September 1-15, 2021, in the total amount of \$634,965.49 with \$392,191.74 being Current Expense, covering payroll warrant numbers 43366-43383, and direct deposit numbers 70667-70845.

Emily Stevenson, Program Manager for the Noxious Weed Department reported to the Board on the summer crew being smaller than normal. She also reported on fall treatments for blackberry, scotch broom, geraniums, knotweed and ventenata. She also reported on grants, and contracts for weed control.

The Board reported on various meetings they attended. Commissioner Mahar reported on meetings with the Sheriff on State and Federal mandates, Clay Moser on the Good Neighbor Authority, Office of Public Instruction, WSAC conference call, and Interagency meeting. Commissioner Hamlin reported on a recreation joint meeting, Homeless Housing, burn ban signs, Legislative Steering Committee, and Phil Dodd and Jeff DeBell of Wind River Trust,

The Board met for Department Head reports.

- Tim Elsea, Public Works Director reported on County Road, Engineering, Information Technology, Buildings and Grounds, and Wind River Business Park.
- Tamara Cissell, Community Health Deputy Director reported on Community Health, Mental Health, Developmental Disabilities and Behavioral Health.
- Alan Peters, Community Development Director reported on the Building, Environmental Health and Planning Departments.

The meeting recessed at 10:27 a.m. and reconvened the same day at 10:37 a.m. with Commissioners Robert Hamlin, Richard Mahar, and T.W. Lannen, Chair present.

The Board met with Tamara Kaufmann, Columbia River Gorge Commissioner for updates. She reported on Commission appointees, funding, Management Plan update, Klickitat County Compliance Study, appeals training, and a visit from Governor Inslee.

The Board continued with their meeting updates. Commissioner Lannen reported on Timber Counties meeting, Skamania County EDC Annual Luncheon, Sheriff Brown on road issues, Veteran's issues, Drano Lake parking, requests for ARPA funding and Good Neighbor Authority. Commissioner Hamlin reported on available utility bill assistance from Washington Gorge Action Authority. Commissioner Lannen also reported on discussing ARPA funds with the FMO Group, and an agreement with a Veteran's Service Officer.

The meeting recessed at 11:04 a.m. and reconvened on the same day at 11:30 a.m. with Commissioners Robert Hamlin, Richard Mahar, and T.W. Lannen, Chair present.

The Board met in an Executive Session pursuant to RCW 42.30.110 (1)(i), Litigation with Adam Kick, Prosecutor for thirty minutes. At noon the Chair announced they would need fifteen more minutes. At 12:15 p.m. the Chair announced they would need fifteen more minutes. At 12:30 p.m. the Chair announced they would need five more minutes. The session ended at 12:40 p.m. No action was taken.

The meeting recessed at 12:40 p.m. and reconvened on the same day at 1:30 p.m. with Commissioners Robert Hamlin, Richard Mahar, and T.W. Lannen, Chair present. Diane Bedell, Recreation Program Manager for the Mt St. Helens' National Volcanic Monument reported on personnel, recreation, climbing permits, fire restriction lifted, free firewood permits being January 1, 2022 on the Gifford Pinchot National Forest, A written report was received from Erin Black, Mt. Adam's District Manager regarding hiring recreation, restoration planning, fire staff still on fire duty, and Timber Counties meeting on House Bill 1168.

The meeting recessed at 1:50 p.m. and reconvened the same day at 4:00 p.m. with Commissioners Robert Hamlin, Richard Mahar, and T.W. Lannen, Chair present.

The Board met in an Executive Session pursuant to RCW 42.30.110(1)(g) Performance of a public employee for forty-five minutes. At 4:45 p.m. the Chair announced they would need ten more minutes. The meeting was at 4:56 p.m.

The meeting recessed at 4:57 p.m. and reconvened the next day, Wednesday, September 22, 2021 with Commissioners Robert Hamlin, Richard Mahar, and T.W. Lannen, Chair present.

The Board met with Sheriff Dave Brown for a Preliminary Budget workshop. The Board and Financial Management Group with through all the Sheriff's Office budgets.

The meeting recessed at 12:01 p.m. and reconvened the same day at 1:30 p.m. with Commissioners Robert Hamlin, Richard Mahar, T.W. Lannen, Chair present.

The meeting recessed at 2:25 p.m. and reconvened the same day at 2:45 p.m. with Commissioners Robert Hamlin, Richard Mahar and T.W. Lannen, Chair present.

The Board met for Preliminary Budget Analysis workshop. They discussed budgets for Capital Improvements .09, County Road, Cable TV, and Wind River Business Park.

The meeting recessed at 3:45 p.m. and reconvened the same day at 4:00 p.m. with Commissioners Robert Hamlin, Richard Mahar, and T.W. Lannen, Chair present.

The Board met for a Preliminary Budget Analysis Workshop. They discussed Capital Improvements REET fund, Solid Waste, and ER & R funds.

The meeting recessed at 4:45 p.m. and reconvened the next day, Tuesday, September 23, 2021, at 9:30 a.m. with Commissioners Robert Hamlin, Richard Mahar and T.W. Lannen, Chair present. They discussed Community Health, Homeless Housing, Senior Services, Community Events and Recreation, Hotel/Motel Fairgrounds, Prosecutor, Operating Transfers, District Court and Superior Court

The meeting adjourned at 11:18 a.m.

**ATTEST:**

**BOARD OF COMMISSIONERS  
SKAMANIA COUNTY, WASHINGTON**

\_\_\_\_\_  
**T.W. Lannen, Commissioner**

\_\_\_\_\_  
**Richard Mahar Commissioner**

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

\_\_\_\_\_  
**Robert Hamlin, Commissioner**

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



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

**PURPOSE:** The Skamania County Board of Commissioners hereby gives notice that a public hearing will be held to consider Resolution **2022-08**, In the matter of Skamania County Commissioner District Boundaries based on 2020 United States decennial census.

Written testimony/comments to be considered at the public hearing by the Board of Commissioners must be received by the Clerk of the Board by **12:00 PM on the Monday** preceding the date of the public hearing. Anyone interested may appear and be heard.

Copies of Resolution **2022-08** are available to the public in the Commissioners' Office, Room 15, 240 NW Vancouver Avenue, Stevenson, WA or may be viewed on our website at [www.skamaniacounty.org](http://www.skamaniacounty.org)

**DATE:** Tuesday, **March 08, 2022**  
**TIME:** **5:30 PM**  
**PLACE:** Skamania County Courthouse, Room No. 18 (lower level)  
240 NW Vancouver Avenue  
Stevenson, WA

The Skamania County Courthouse is accessible for persons with disabilities. Please let us know if you will need any special accommodations in order to attend the meeting. (509) 427-3700.

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**1 346 248 7799**

**1 646 558 8656**

**1 212 626 6799**

**Meeting ID: 889 0632 1210**

**Audio Only from your computer <https://us02web.zoom.us/j/88906321210>**

Skamania County Courthouse is accessible for persons with disabilities. Please let us now if you will need any special accommodations in order to attend the meeting. (509) 427-3700.

**DATED** this 8th day of February 2022.

**Debbie Slack**

**Clerk of the Board**

Publish: February 16, and February 23, 2022

**DATE:** February 8, 2022  
**TO:** The Skamania County Pioneer  
PO Box 250  
Stevenson, WA 98648

**FROM:** Skamania County Commissioners  
Clerk of the Board  
PO Box 790  
Stevenson, WA 98648

Please publish the following documents on the dates indicated:

1. Document: Notice of public hearing to consider Resolution 2022-08 Commissioner District Boundaries  
Publish as: Legal Notice  
Publish on: February 16<sup>th</sup> and February 23<sup>rd</sup>, 2022  
Send Bill to: Commissioners



**Washington State  
Liquor and Cannabis Board**

Licensing and Regulation  
PO Box 43098  
Olympia WA 98504-3098  
Phone – (360) 664-1600  
Fax – (360) 753-2710

January 27, 2022

SAVAGE GRACE WINES LLC  
8533 LATONA AVE NE  
SEATTLE WA 98115-2948

Re: SAVAGE GRACE WINES  
442 KRAMER RD  
UNDERWOOD, WA 98651  
LICENSE #426964 - 6A  
UBI 603-182-574-001-0005

Your liquor license has been approved for the following:

**DOMESTIC WINERY < 250,000 LITERS  
DIRECT SHIPMENT RECEIVER-IN WA ONLY  
BEER/WINE SPECIALTY SHOP**

This license is valid through February 28, 2022.

**You must post this letter in a public service area as your temporary operating permit. If you do not receive a Business License with liquor endorsements in 15 days, contact the Department of Revenue's Business Licensing Service/Specialty Licenses at (360) 705-6744.**

**You are allowed certain privileges under your BEER AND WINE SPECIALTY SHOP license as outlined below:**

- 1) Customers may sample two ounces or less of beer and wine for the purpose of sales promotion, *if* the primary business is the sale of beer or wine at retail and:**
  - Gross retail sales of the beer and wine exceed fifty percent of gross sales for the entire business.
    - a. Samples may be free or for a charge. No more than one sample of any single brand and type of beer or wine may be provided to a customer during any one visit to the premise.



- b. **Wineries and Breweries cannot** bring in their own inventory to your store for sampling.
- c. **Breweries cannot** be involved with the pouring of samples. They may be present for educational purposes only.
- d. **Wineries may** be involved with the pouring of samples and may be present for educational purposes.

OR

- The licensed premise conducts bona fide cooking classes for the purpose of pairing beer and/or wine with food, under the following conditions:
  - a. You must provide the Board's Enforcement and Education Division a list of all class participants.
  - b. Class participants must be charged a fee for the cooking course.
  - c. Sampling of beer/wine must be limited to a clearly defined area of the premise.
  - d. Scheduled cooking classes during which beer and/or wine samples will be served.
  - e. You must notify the Board at least forty-eight hours in advance if classes are added.
  - f. The sampling conditions outlined above in a, b, c and d also apply.

Your request for alcohol Internet sales is approved subject to the following conditions:

1. The actual purchase must occur at the licensed retail location. Internet, phone or mail orders accompanied by cash, charge card or customer's charge account number have been determined acceptable to meet this requirement.
2. The sale and delivery can only be made to persons over the age of 21 years. Items shipped via the mail or UPS must be stamped with a notice that the shipment contains alcohol and may not be delivered to persons under 21 years of age.
3. The Board may withdraw this approval if problems arise.

Your request to offer samples, for a charge, is approved.

Your request to sell beer and/or wine to retail customers outside the state of Washington is approved. This approval is subject to the following conditions:

1. Beer and/or wine sold for out of state delivery must be obtained from a licensed Washington distributor, winery, and brewery or out of state licensee. All of the restrictions that apply to products sold inside the state will apply to products sold for delivery outside of the state.
2. The sale must be legal in the state where the customer resides.

3. The sale must be complete prior to shipping the product. Either a cash payment or a completed credit or debit card transaction would meet this requirement.
4. The licensee must assure the delivery is made by persons who are legally entitled to possess alcoholic beverages in the state where the delivery is made.
5. Should any violation of these conditions occur the Board, in addition to any administrative action against the Washington retail licensee, may rescind this added activity.

This approval is based on your meeting all requirements of federal, state, county, and city laws and ordinances relating to sanitation, zoning, fire, safety, and building codes to include the laws relating to public accommodations for physically disabled persons (RCW 70.92).

This license allows the licensee to manufacture wine in Washington State from grapes or other agricultural products, sell wine of its own production at retail for on and off premises consumption, and to act as a distributor for wine of its own production.

When applicable, you are obligated to meet all other requirements of state, county, and city laws and ordinances (such as sanitation, zoning, fire, safety and building codes, etc.).

**Any ATM or Point-Of-Sale (POS) machines located on your premises must be disabled from accepting Electronic Benefit Transfer (EBT) cards.** *(Click on the following link to reference EBT prohibited uses (RCW 74.08.580(2) EBT Prohibited uses - Violations. Per RCW 66.24.013 License suspension-Electronic benefit cards, if your license-business is not in compliance, you may face license suspension until the EBT acceptance feature of the POS/ATM systems has been disabled.)*

**Alterations or changes in ownership require prior Board approval.** If you wish to make such changes, please contact our office for assistance.

Your liquor license can now be renewed online through Department of Revenue's Business Licensing Service. Information on how to do this will be included on your renewal notice.

*Michael Shivnen/smo*  
Liquor License Specialist  
360-664-1645

cc: Enforcement Office  
Skamania County Commissioners  
File



## COMMISSIONER'S AGENDA ITEM COMMENTARY

**SUBMITTED BY**

Robert Waymire-Auditor  
Department

  
Signature

**AGENDA DATE**

**SUBJECT** Black Knight Data & Analytics Digitized Document Agreement

**ACTION REQUESTED**

**SUMMARY/BACKGROUND**

Skamania County Auditor's 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**

The Auditors Office receives a \$200.00 month for providing this service to title companies

**RECOMMENDATION**

The BOCC approve the attached renewal.

**LIST ATTACHMENTS**

Letter of engagement and 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](http://www.skamaniacounty.org/auditor)

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

Agreement

This agreement, made and entered into this 1<sup>st</sup> day of January 2019, by and between Skamania County, a municipal corporation hereinafter referred to as the “county” and **Black Knight Data & Analytics**

**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 **Black Knight Data & Analytics** 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 **Black Knight Data & Analytics** with digital images of documents;
- **Black Knight Data & Analytics** 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 **Black Knight Data & Analytics** informed and to supply accurate and complete records, **Black Knight Data & Analytics** 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;
- **Black Knight Data & Analytics** 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 1<sup>st</sup> 2022 thru December 31<sup>st</sup> 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 \_\_\_\_\_ 2022

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

Chairman: \_\_\_\_\_

Commissioner \_\_\_\_\_

Commissioner: \_\_\_\_\_

**ATTEST:**

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

**Black Knight Data & Analytics**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date







**COMMISSIONER'S AGENDA ITEM COMMENTARY**

<b><u>SUBMITTED BY</u></b>	Skamania County Sheriff _____
<b><u>AGENDA DATE</u></b>	Department _____ Signature _____
<b><u>SUBJECT</u></b>	San Juan County Sub-Recipient Contract
<b><u>ACTION REQUESTED</u></b>	_____ Authorize contract

**SUMMARY/BACKGROUND**

Sub-Recipient Contract to allow for San Juan County to receive pass through funds for Next Generation 911 Telephone Equipment from the NG911 National Highway Traffic Safety Administration Federal Grant administered by Skamania County Sheriff

**FISCAL IMPACT**

\$81,719.24

**RECOMMENDATION**

Authorize contract

**LIST ATTACHMENTS**

Face Sheet  
Contract x 2

Dated this \_\_\_ day of \_\_\_\_\_ 2022.

**ATTEST:**

**BOARD OF COMMISSIONERS  
SKAMANIA COUNTY, WASHINGTON**

\_\_\_\_\_  
Richard Mahar, Chairman

\_\_\_\_\_  
T.W. Lannen, Commissioner

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

\_\_\_\_\_  
Robert Hamlin, Commissioner

**Approved as to form only:**

\_\_\_\_\_  
Adam Kick,  
Skamania County Prosecuting Attorney

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

**SKAMANIA COUNTY SHERIFFS OFFICE  
SUBRECIPIENT CONTRACT**

1. Subrecipient Name and Address: <b>San Juan County Sheriff's Office 96 2<sup>nd</sup> St N Friday Harbor, WA 98250</b>	2. Contract Amount: <b>\$81,719.24</b>	3. Contract Number:
4. Subrecipient Contact Person, Phone: <b>Kim Ott (360)-370-7622</b>	5. Contract Start Date: <b>August 9, 2019</b>	6. Contract End Date: <b>March 31, 2022</b>
7. Skamania County Contact Person, Phone: <b>Jason Fritz, 911 Coordinator (509)-427-9490</b>		
8. Funding Authority: <b>Washington State Military Department (Department), and the National Highway Traffic Safety Administration (NHTSA)</b>		
9. FAIN#: <b>69N37619300000911WA0</b>	10. Program Index # <b>783CP</b>	11. Catalog of Federal Domestic Asst. (CFDA) # and Title: <b>20.615 – 911 Grant Program</b>

**12. BRIEF DESCRIPTION:**

The NG911 Advancement Act provides new funding for grants ("911 Grant Program") to be used for the implementation and operation of 911 services, E911 services, migration to an Internet Protocol (IP)-enabled emergency network, and adoption and operation of Next Generation ("NG") 911 services and applications; the implementation of IP-enabled emergency services and applications enabled by NG911 services, including the establishment of IP backbone networks and the application layer software infrastructure needed to interconnect the multitude of emergency response organizations; and training public safety personnel, including call-takers, first responders, and other individuals and organizations who are part of the emergency response chain in 911 services. The Department is a recipient and pass-through entity of the 911 Grant Program Award, which pursuant to Grant No. E21-207, made a subaward of Federal award funds to the Skamania County Sheriff's Office pursuant to such grant and related agreements. Pursuant to Article III of Grant No. E21-207, this agreement and the attachments hereto (including but not limited to the attached Subrecipient Funding Agreement) (the "Contract"), the Skamania County Sheriff's Office will serve as a pass-through entity of a portion of the award amount to the SUBRECIPIENT hereunder. The SUBRECIPIENT is accountable to the DEPARTMENT for use of such Federal award funds provided under this Contract and the associated matching funds.

IN WITNESS WHEREOF, the SKAMANIA COUNTY SHERIFF'S OFFICE and the SAN JUAN COUNTY SHERIFF'S OFFICE, as subrecipient of Department funding under the terms of this Contract, acknowledge and accept the terms of this Contract and attachments hereto and have executed this Contract as of the date and year written herein. This Contract and attachments hereto govern the rights and obligations of both parties to this Contract.


In the event of an inconsistency in this Contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

- (1) **Applicable Federal and State Statutes and Regulations**
- (2) **Federal Award and program documents**
- (3) **WA State Military Department grant and program documents**
- (4) **Work Plan/Approved Projects**
- (5) **Special Terms and Conditions**
- (6) **General Terms and Conditions**
- (7) **Other provisions of the Agreement incorporated by reference.**

WHEREAS, the parties hereto have executed this Agreement on the day and year last specified below.


**For Skamania County Sheriff's Office:**

DUNS # 017330861

 1/30/22  
Signature Date  
Dave Brown, Sheriff

**For Subrecipient:**

DUNS # 805894060

 1/11/22  
Signature Date  
Ronald Krebs  
Print Name  
Sheriff  
Title

APPROVED AS NO FORM  
SAN JUAN COUNTY  
SOUTHWEST ATTORNEY  
 1/10/22

FINAL APPROVAL  
SAN JUAN COUNTY MANAGER

 1/12/22  
Michael J. Thomas Date

## **SUBRECIPIENT FUNDING AGREEMENT**

### **NHTSA 911 GRANT PROGRAM SUBRECIPIENT FUNDING SKAMANIA COUNTY SHERIFF'S OFFICE / SUBRECIPIENT**

**THIS SUBRECIPIENT FUNDING AGREEMENT** (this "Agreement") is made and entered into by and between the **SKAMANIA COUNTY SHERIFF'S OFFICE**, with its principal offices at 200 NE Vancouver Avenue, Stevenson, WA 98648, hereinafter "**SCSO**," and the **SAN JUAN COUNTY SHERIFF'S OFFICE**, with its principal offices at 96 2<sup>nd</sup> Street N Friday Harbor, WA 98250 hereinafter "**SUBRECIPIENT**."

WHEREAS, SCSO has entered into a contract with the Washington State Military Department (the "Department"), to become a subrecipient of the NHTSA 911 Grant and all funds allocated to SCSO under to Grant No. E21-207; and

WHEREAS, Article III of Grant No. E21-207 permits SCSO to further suballocate grant funds pursuant to the terms of such contract; and

WHEREAS, the Subrecipient participates in the grant program work plan and is therefore eligible for funding as a subrecipient of Grant No. E21-207 funds;

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

#### **1. Defined Terms: DURATION OF AGREEMENT**

Capitalized terms not otherwise defined herein shall have the meanings set forth in Grant No. E21-207, a copy of which is attached hereto as Exhibit "D" and incorporated herein by this reference.

The period of performance for this Agreement shall commence and terminate as set forth in Exhibit "A," Statement of Work, and Exhibit "B", Milestone Timeline, or until terminated by either party in writing.

#### **2. SCOPE OF SERVICES PROVIDED BY THE SUBRECIPIENT**

The SUBRECIPIENT shall perform the following services:

Perform duties in accordance with the NHTSA 911 grant program as funded by grant agreements between the Department and SCSO.

a. A detailed description of the services to be performed by the SUBRECIPIENT is set forth in Exhibit "A," which is attached hereto and incorporated herein by reference.

b. The SUBRECIPIENT agrees to provide its own labor and materials. Unless otherwise provided for in the Agreement, no material, labor, or facilities will be furnished by the SCSO.

#### **3. SERVICES PROVIDED BY SCSO**

In order to assist the SUBRECIPIENT in fulfilling its duties under this Agreement, SCSO shall provide the following:



- a. Relevant information as exists to assist the SUBRECIPIENT with the performance of the SUBRECIPIENT'S services.
- b. Coordination with other Agencies or Departments or other Consultants as necessary for the performance of the SUBRECIPIENT'S services.
- c. Services, documents, or other information identified in Exhibit "A."

**4. AGREEMENT REPRESENTATIVES**

Each party to this Agreement shall have an assigned representative for purposes of this Agreement. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

a. For SUBRECIPIENT:

Name of Representative Kim Ott  
 Title: Chief Civil Deputy  
 Mailing Address: P.O. Box 669  
 City, State and Zip Code: Friday Harbor, WA. 98250  
 Telephone Number: 360-370-7622  
 Fax Number 360-378-7125  
 E-mail Address: kimo@sanjuanco.com

b. For SCSO:

Name of Representative Jason Fritz  
 Title: Chief Deputy / 911 Coordinator  
 Mailing Address: P.O. Box 790  
 City, State and Zip Code: Stevenson, WA 98648  
 Telephone Number: (509)-427-9490  
 Fax Number: (509)-427-4369  
 E-mail Address: jasonf@co.skamania.wa.us

**5. COMPENSATION**

a. SCSO will administer Grant No. E21-207 and will pass through the federal reimbursements to SUBRECIPIENT. The amount allocated to SUBRECIPIENT shall not exceed the amount set forth in Exhibit "C". The SUBRECIPIENT commits to providing the required local match. The 911 Grant Program requires cost sharing, also known as a matching fund requirement. The Federal share of the cost of any activity carried out under the 911 Grant Program may not exceed 60 percent of the eligible cost of carrying out grant activities. Matching funds may be in the form of either cash or in-kind contributions consistent with 2 CFR Part 200.

b. For the services performed hereunder, the SUBRECIPIENT shall be paid based upon mutually agreed plan and the maximum amount contained in Exhibit "C," Budget, which is attached hereto and incorporated herein by reference.

c. No payment shall be made for any work performed or goods and equipment received by the SUBRECIPIENT, except for what is identified and set forth in this Agreement.

d. If necessary, SCSO may withhold payment of subrecipient invoices until SCSO receives these funds from Washington State.

#### **6. AMENDMENTS AND CHANGES IN WORK**

a. In the event of any errors or omissions by the SUBRECIPIENT in the performance of any work required under this Agreement, the SUBRECIPIENT shall make any and all necessary corrections without additional compensation. All work submitted by the SUBRECIPIENT shall be certified by the SUBRECIPIENT and checked for errors and omissions. The SUBRECIPIENT shall be responsible for the accuracy of the work performed hereunder, even if the work is accepted by SCSO.

b. No amendment, modification or renewal shall be made to this Agreement unless set forth in a written amendment, signed by both parties and attached to this Agreement. Work under an amendment shall not proceed until the Amendment is duly executed by SCSO.

#### **7. HOLD HARMLESS AND INDEMNIFICATION**

Each party to the Agreement shall be responsible for its own wrongful and negligent acts or omissions taken under or pursuant to this Agreement, or those of its officers, agents, or employees acting under this Agreement to the fullest extent required by law, and shall indemnify, defend, and hold the other parties to the Agreement harmless from any such liability. In the case of negligence of more than one party, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party and each party shall have the right to seek contribution from each of the other parties in proportion to the percentage of negligence attributable to each of the other parties.

#### **8. TERMINATION**

Each party to the Agreement may terminate this Agreement in whole or in part whenever the party determines that such termination is in the best interests of the party. The party may terminate this Agreement upon giving ten (10) days written notice by Certified Mail to the other party. In that event, SCSO shall pay the SUBRECIPIENT for all cost incurred by the SUBRECIPIENT in performing the Agreement up to the date of such notice. Payment shall be made in accordance with Section 5 of this Agreement.

#### **9. DEFAULT**

If the SUBRECIPIENT breaches any of its obligations hereunder, and fails to cure the breach within thirty (30) days of written notice to do so by SCSO, SCSO may terminate this Agreement, in which case SCSO shall pay the SUBRECIPIENT only for the costs of services accepted by SCSO, in accordance with Section 5 of this Agreement. Upon such termination, SCSO, at its discretion, may obtain performance of the work elsewhere, and the SUBRECIPIENT shall be responsible for all costs up to the contract amount minus the value of any work properly completed by SUBRECIPIENT.

## **10. NON-WAIVER OF RIGHTS**

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Agreement does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Agreement at a later time.

## **11. INDEPENDENT AGENCY**

a. The SUBRECIPIENT'S services shall be furnished by the SUBRECIPIENT as an independent agency and not as an agent, employee or servant of SCSO. The SUBRECIPIENT specifically has the right to direct and control SUBRECIPIENT'S own activities in providing the agreed services in accordance with the specifications set out in this Agreement.

b. The SUBRECIPIENT acknowledges that the entire compensation for this Agreement is set forth in Section 5 of this Agreement, and the SUBRECIPIENT is not entitled to any SCSO benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to SCSO employees.

c. The SUBRECIPIENT shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the SUBRECIPIENT shall be or deem to be or act or purport to act as an employee, agent, or representative of SCSO.

d. The SUBRECIPIENT shall assume full responsibility for the payment of all payroll taxes, use, sales, income or other form of taxes, fees, licenses, excises, or payments required by any city, county, federal or state legislation which is now or may during the term of this Agreement be enacted as to all persons employed by the SUBRECIPIENT and as to all duties, activities and requirements by the SUBRECIPIENT in performance of the work on this project and under this Agreement and shall assume exclusive liability therefore, and meet all requirements thereunder pursuant to any rules or regulations.

## **12. COMPLIANCE WITH LAWS AND FUNDING REQUIREMENTS**

The SUBRECIPIENT shall comply with all applicable federal, state and local laws, rules and regulations in performing this Agreement, including equipment and real property requirements. The SUBRECIPIENT hereby acknowledges and agrees to be subject to and bound by all terms and conditions of the original funding agreement between Washington State and SCSO, as set forth in Exhibit "D," Funding Agreement (the "Funding Agreement"), as if SUBRECIPIENT was the direct "SUBRECIPIENT" thereunder. SUBRECIPIENT hereby agrees to comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in the Funding Agreement and the informational documents published by the Agencies applicable to the 911 Grant Program, including but not limited to all criteria, restrictions and requirements of the 911 Grant Program NOFO and the 911 Grant Program Revision to the NOFO, all of which are incorporated therein and herein by this reference.

SUBRECIPIENT agrees to indemnify and hold SCSO harmless if it is determined that the SUBRECIPIENT failed to properly use any funds allocated under this Agreement in accordance with all applicable federal and state statutes and regulations, and the terms and conditions for such federal award.

If a provision of this Agreement is in conflict with funding requirements set forth in Exhibit "D," Exhibit "D" shall prevail.



### **13. SINGLE AUDIT ACT REQUIREMENTS AND INSPECTION OF RECORDS**

a. The SUBRECIPIENT must comply with the Single Audit Act of 1984 as modified in 1996. The SUBRECIPIENT must maintain accounting records that will enable identification of all federal funds received and expended by catalog of federal domestic assistance number (CFDA#). If a Single Audit is required, a copy of the audit report must be submitted to SCSO, within the time limit set forth in the Single Audit Act. If a Single Audit is not required, SCSO is allowed to perform a fiscal review of the SUBRECIPIENT'S financial records.

b. SCSO may, at reasonable times, inspect the books and records of the SUBRECIPIENT relating to the performance of this Agreement. The SUBRECIPIENT will permit independent auditors access to its financial records for this purpose. The SUBRECIPIENT shall keep all records required by this Agreement for six (6) years after termination of this Agreement for audit purposes.

### **14. CERTIFICATION REGARDING DEBARMENT SUSPENSION OR INELIGIBILITY**

a. If federal funds are the basis for this Agreement, the SUBRECIPIENT certifies that neither it or its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any federal department or agency. If the SUBRECIPIENT is debarred or suspended from participation in federal programs during the Agreement period, the Agreement is voided.

b. The SUBRECIPIENT must check the "List of Parties Excluded from Federal Procurement and Non-procurement Programs" (<https://www.sam.gov/SAM/>) prior to awarding subgrants or contracts, and agrees not to enter into any arrangements or contracts related to this grant with any party on this list.

### **15. NONDISCRIMINATION**

SCSO provides equal opportunity to all persons seeking or having access to its employment, services and activities. The SUBRECIPIENT, its assignees, delegates or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of race, color, creed, religion, national origin, age, sex, marital status, veteran status, sexual orientation or the presence of any disability unless such disability effectively prevents the performance of the essential functions required of the position.

### **16. DISPUTES**

Differences between the SUBRECIPIENT and SCSO, arising under and by virtue of this Agreement, shall be brought to the attention of SCSO at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the SUBRECIPIENT shall be decided by SCSO'S representative or designee. All rulings, orders, instructions and decisions of SCSO'S representative shall be final and conclusive.

### **17. CHOICE OF LAW, JURISDICTION AND VENUE, AND ATTORNEY'S FEES**

a. This Agreement has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

b. Any action at law, suit in equity, or judicial proceeding arising out of this Agreement shall be instituted and maintained only in any of the courts of competent jurisdiction in Skamania County, Washington.

**18. SEVERABILITY**

If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

**19. ENTIRE AGREEMENT**

The parties agree that this Agreement is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Agreement are specifically excluded.

## EXHIBIT "A"

### **Statement of work**

1. The services to be performed by the SUBRECIPIENT under this Agreement, which are described in Section 2 of the Agreement (Scope of Services Provided by the Subrecipient), are set forth as follows:

The Next Generation (NG) 911 Host Remote Project procures and implements necessary NG911 software and hardware in order to create a geographically diverse Internet Protocol (IP)-based call handling, Private Branch Exchange (PBX) and Management Information System (MIS) Reporting Network (Network). This Network is composed of two Host agencies: Skagit 911 Emergency Communications and the Okanogan County Sheriff's Office that have Hub Internet Protocol (IP) based call handling, PBX and MIS equipment and software connected via the state of Washington's Emergency Services IP Network (ESInet); as well as 4 remote agencies: Skamania County 911, San Juan County Sheriff's Office, Lincoln County Sheriff's Office and Ferry County Sheriff's Office.

The San Juan County Sheriff's Office, will conduct a targeted implementation of NG911 hardware and software. New servers, networking equipment, workstations, and other ancillary equipment will be configured, staged, and shipped, and will then be installed, tested and completed by a contracted technician.

SUBRECIPIENT must adhere to applicable compliance requirements for federally funded equipment, and all federal grant requirements as included in the Office of Management and Budget(OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (commonly called "Uniform Guidance") 2 CFR 200.



**EXHIBIT "B"**

**Milestone Timeline**

The performance period for this Agreement is August 9, 2019 to March 31, 2022

SUBRECIPIENT may submit invoices for project work completed prior to execution of contract but NOT outside Agreement performance period. All contract work must end on **March 31, 2022**, however the SUBRECIPIENT has up to 15 days after the contract end date to submit all final billing. Invoices shall be submitted to the Skamania County Sheriff's Office by contract enddate.

<b>Date</b>	<b>Activity</b>
August 9, 2019	Start of grant performance period
April 15 <sup>th</sup> , 2022	Final invoice due to the Skamania County Sheriff's Office

**Technical Reporting**

No regular reporting is required in addition to the invoice information required above. However SUBRECIPIENT must provide additional information as requested by SCSO as needed to complete SCSO's reporting requirements and/or subrecipient monitoring activities.

**EXHIBIT "C"**

**Budget**

The SUBRECIPIENT'S compensation under this Agreement, which is described in Section 5 of the Agreement (Compensation), is set forth as follows:

Agency	HW – Hardware	SW – Software	TR – Training	CS – Consulting Services	Total
SAN JUAN COUNTY SHERIFF'S OFFICE	\$37,553.87	\$44,316.00	\$0.00	\$0.00	\$81,869.87

EXHIBIT "D"

**Contract between the SKAMANIA COUNTY SHERIFF'S OFFICE  
AND WA STATE MILITARY DEPARTMENT**

The contract attached immediately hereafter is the actual Agreement entered into by the Washington State Military Department and the Skamania County Sheriff's Office.

Your agency is bound to all terms and conditions of the federal grant guidance of the funding program.

**Inclusions/Notations:**

1. The Skamania County Sheriff's Office is the subrecipient referred to in the agreement with the WA St Military Department.
  
2. Original receipts and invoices for eligible grant program expenses must be sent with reimbursement request/s by dates specified in the timeline (Exhibit B) to:  
  
    Skamania County Sheriff's Office  
    P.O. Box 790  
    Stevenson, WA 98648  
    Attention: Jason Fritz
  
3. Subrecipient shall obtain proper authorization from SCSO before transfer or disposal of any grant items purchased.

**Exclusions:**

None

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

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

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

3. Contractor Information: Contractor: Skamania County Sheriff  
 Contact Person: Jason Fritz  
 Title: Assoc. 911 Coordinator  
 Address: PO Box 790  
 Address: Stevenson, WA. 98648  
 Phone: 509-427-9490 / jasonf@co.skamania.wa.us

4. Brief description of purpose of the contract and County's contracted duties: \_\_\_\_\_  
 Sub-Recipient Contract to allow for Lincoln County to receive pass through funds for Next Generation 911 Telephone Equipment from the NG911 National Highway Traffic Safety Administration Federal Grant administered by Skamania County Sheriff

5. Term of Contract: From: 08/19/2019 To: <sup>3/31/22</sup>01/31/22

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. Budget Committed in Current Year:	\$91,657.94	
Amount Not Budgeted in Current Year	\$	Source:
Total Non-County Funds Committed:	\$91,657.94	Source: WA State Mil Dept
Total County Funds Committed:	\$0.00	(non cash match)
TOTAL FUNDS COMMITTED:	\$91,657.94	

8. County Contact Person: Name: Dave Brown  
 Title: Sheriff

9. Department Approval:   
 Department Head or Elected Official Signature

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

**COMMISSIONER'S AGENDA ITEM COMMENTARY**

<b><u>SUBMITTED BY</u></b>	Skamania County Sheriff	
	Department	Signature
<b><u>AGENDA DATE</u></b>	_____	
<b><u>SUBJECT</u></b>	Lincoln County Sub-Recipient Contract	
<b><u>ACTION REQUESTED</u></b>	_____ Authorize contract	

**SUMMARY/BACKGROUND**

Sub-Recipient Contract to allow for Lincoln County to receive pass through funds for Next Generation 911 Telephone Equipment from the NG911 National Highway Traffic Safety Administration Federal Grant administered by Skamania County Sheriff

**FISCAL IMPACT**

\$91,657.94

**RECOMMENDATION**

Authorize contract

**LIST ATTACHMENTS**

Face Sheet  
Contract x 2

**SKAMANIA COUNTY SHERIFFS OFFICE  
SUBRECIPIENT CONTRACT**

1. Subrecipient Name and Address: <b>Lincoln County Sheriff's Office 404 Sinclair / P.O. Box 367 Davenport, WA 99122</b>	2. Contract Amount: <b>\$91,657.94</b>	3. Contract Number:
4. Subrecipient Contact Person, Phone: <b>Jo Gilchrist (509)725-3501</b>	5. Contract Start Date: <b>August 9, 2019</b>	6. Contract End Date: <b>March 31, 2022</b>
7. Skamania County Contact Person, Phone: <b>Jason Fritz, 911 Coordinator (509)-427-9490</b>		
8. Funding Authority: <b>Washington State Military Department (Department), and the National Highway Traffic Safety Administration (NHTSA)</b>		
9. FAIN#: <b>69N3761930000911WA0</b>	10. Program Index # <b>783CP</b>	11. Catalog of Federal Domestic Asst. (CFDA) # and Title: <b>20.615 – 911 Grant Program</b>
<p>12. BRIEF DESCRIPTION:</p> <p>The NG911 Advancement Act provides new funding for grants ("911 Grant Program") to be used for the implementation and operation of 911 services, E911 services, migration to an Internet Protocol (IP)-enabled emergency network, and adoption and operation of Next Generation ("NG") 911 services and applications; the implementation of IP-enabled emergency services and applications enabled by NG911 services, including the establishment of IP backbone networks and the application layer software infrastructure needed to interconnect the multitude of emergency response organizations; and training public safety personnel, including call-takers, first responders, and other individuals and organizations who are part of the emergency response chain in 911 services. The Department is a recipient and pass-through entity of the 911 Grant Program Award, which pursuant to Grant No. E21-207, made a subaward of Federal award funds to the Skamania County Sheriff's Office pursuant to such grant and related agreements. Pursuant to Article III of Grant No. E21-207, this agreement and the attachments hereto (including but not limited to the attached Subrecipient Funding Agreement) (the "Contract"), the Skamania County Sheriff's Office will serve as a pass-through entity of a portion of the award amount to the SUBRECIPIENT hereunder. The SUBRECIPIENT is accountable to the DEPARTMENT for use of such Federal award funds provided under this Contract and the associated matching funds.</p>		
<p>IN WITNESS WHEREOF, the SKAMANIA COUNTY SHERIFF'S OFFICE and the LINCOLN COUNTY SHERIFF'S OFFICE, as subrecipient of Department funding under the terms of this Contract, acknowledge and accept the terms of this Contract and attachments hereto and have executed this Contract as of the date and year written herein. This Contract and attachments hereto govern the rights and obligations of both parties to this Contract.</p>		
<p>In the event of an inconsistency in this Contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:</p> <ol style="list-style-type: none"> <li>(1) <b>Applicable Federal and State Statutes and Regulations</b></li> <li>(2) <b>Federal Award and program documents</b></li> <li>(3) <b>WA State Military Department grant and program documents</b></li> <li>(4) <b>Work Plan/Approved Projects</b></li> <li>(5) <b>Special Terms and Conditions</b></li> <li>(6) <b>General Terms and Conditions</b></li> <li>(7) <b>Other provisions of the Agreement incorporated by reference.</b></li> </ol>		



WHEREAS, the parties hereto have executed this Agreement on the day and year last specified below.

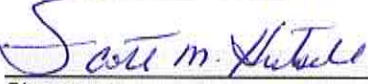
**For Skamania County Sheriff's Office:**

DUNS # 017330861

  
Signature \_\_\_\_\_ Date 1-10-22  
Dave Brown, Sheriff

**For Subrecipient: Lincoln County Sheriff's Office**

DUNS # 625315270

  
Signature \_\_\_\_\_ Date 12/20/2021  
Scott M Hutsell  
Chairman; County Commissioner

  
Approved As To Form:  
Prosecuting Attorney

## SUBRECIPIENT FUNDING AGREEMENT

### **NHTSA 911 GRANT PROGRAM SUBRECIPIENT FUNDING SKAMANIA COUNTY SHERIFF'S OFFICE / SUBRECIPIENT**

**THIS SUBRECIPIENT FUNDING AGREEMENT** (this "Agreement") is made and entered into by and between the **SKAMANIA COUNTY SHERIFF'S OFFICE**, with its principal offices at 200 NE Vancouver Avenue, Stevenson, WA 98648, hereinafter "**SCSO**," and the **LINCOLN COUNTY SHERIFF'S OFFICE**, with its principal offices at 404 Sinclair Davenport, WA 99122, hereinafter "**SUBRECIPIENT**."

WHEREAS, SCSO has entered into a contract with the Washington State Military Department (the "Department"), to become a subrecipient of the NHTSA 911 Grant and all funds allocated to SCSO under to Grant No. E21-207; and

WHEREAS, Article III of Grant No. E21-207 permits SCSO to further suballocate grant funds pursuant to the terms of such contract; and

WHEREAS, the Subrecipient participates in the grant program work plan and is therefore eligible for funding as a subrecipient of Grant No. E21-207 funds;

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

#### **1. Defined Terms; DURATION OF AGREEMENT**

Capitalized terms not otherwise defined herein shall have the meanings set forth in Grant No. E21-207, a copy of which is attached hereto as Exhibit "D" and incorporated herein by this reference.

The period of performance for this Agreement shall commence and terminate as set forth in Exhibit "A," Statement of Work, and Exhibit "B", Milestone Timeline, or until terminated by either party in writing.

#### **2. SCOPE OF SERVICES PROVIDED BY THE SUBRECIPIENT**

The SUBRECIPIENT shall perform the following services:

Perform duties in accordance with the NHTSA 911 grant program as funded by grant agreements between the Department and SCSO.

- a. A detailed description of the services to be performed by the SUBRECIPIENT is set forth in Exhibit "A," which is attached hereto and incorporated herein by reference.
- b. The SUBRECIPIENT agrees to provide its own labor and materials. Unless otherwise provided for in the Agreement, no material, labor, or facilities will be furnished by the SCSO.

#### **3. SERVICES PROVIDED BY SCSO**

In order to assist the SUBRECIPIENT in fulfilling its duties under this Agreement, SCSO shall provide the following:

- a. Relevant information as exists to assist the SUBRECIPIENT with the performance of the SUBRECIPIENT'S services.
- b. Coordination with other Agencies or Departments or other Consultants as necessary for the performance of the SUBRECIPIENT'S services.
- c. Services, documents, or other information identified in Exhibit "A."

**4. AGREEMENT REPRESENTATIVES**

Each party to this Agreement shall have an assigned representative for purposes of this Agreement. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

- a. For SUBRECIPIENT: Lincoln County Sheriff's Office

Name of Representative Jo Gilchrist  
 Title: 911 Coordinator  
 Mailing Address: PO Box 367  
 City, State and Zip Code: Davenport, WA 99122  
 Telephone Number: (509)725-3501  
 Fax Number (509)725-0575  
 E-mail Address: jborden@co.lincoln.wa.us

- b. For SCSO:

Name of Representative Jason Fritz  
 Title: Chief Deputy / 911 Coordinator  
 Mailing Address: P.O. Box 790  
 City, State and Zip Code: Stevenson, WA 98648  
 Telephone Number: (509)-427-9490  
 Fax Number: (509)-427-4369  
 E-mail Address: jasonf@co.skamania.wa.us

**5. COMPENSATION**

a. SCSO will administer Grant No. E21-207 and will pass through the federal reimbursements to SUBRECIPIENT. The amount allocated to SUBRECIPIENT shall not exceed the amount set forth in Exhibit "C". The SUBRECIPIENT commits to providing the required local match. The 911 Grant Program requires cost sharing, also known as a matching fund requirement. The Federal share of the cost of any activity carried out under the 911 Grant Program may not exceed 60 percent of the eligible cost of carrying out grant activities. Matching funds may be in the form of either cash or in-kind contributions consistent with 2 CFR Part 200.

b. For the services performed hereunder, the SUBRECIPIENT shall be paid based upon mutually agreed plan and the maximum amount contained in Exhibit "C," Budget, which is attached hereto and incorporated herein by reference.

c. No payment shall be made for any work performed or goods and equipment received by the SUBRECIPIENT, except for what is identified and set forth in this Agreement.

d. If necessary, SCSO may withhold payment of subrecipient invoices until SCSO receives these funds from Washington State.

## **6. AMENDMENTS AND CHANGES IN WORK**

a. In the event of any errors or omissions by the SUBRECIPIENT in the performance of any work required under this Agreement, the SUBRECIPIENT shall make any and all necessary corrections without additional compensation. All work submitted by the SUBRECIPIENT shall be certified by the SUBRECIPIENT and checked for errors and omissions. The SUBRECIPIENT shall be responsible for the accuracy of the work performed hereunder, even if the work is accepted by SCSO.

b. No amendment, modification or renewal shall be made to this Agreement unless set forth in a written amendment, signed by both parties and attached to this Agreement. Work under an amendment shall not proceed until the Amendment is duly executed by SCSO.

## **7. HOLD HARMLESS AND INDEMNIFICATION**

Each party to the Agreement shall be responsible for its own wrongful and negligent acts or omissions taken under or pursuant to this Agreement, or those of its officers, agents, or employees acting under this Agreement to the fullest extent required by law, and shall indemnify, defend, and hold the other parties to the Agreement harmless from any such liability. In the case of negligence of more than one party, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party and each party shall have the right to seek contribution from each of the other parties in proportion to the percentage of negligence attributable to each of the other parties.

## **8. TERMINATION**

Each party to the Agreement may terminate this Agreement in whole or in part whenever the party determines that such termination is in the best interests of the party. The party may terminate this Agreement upon giving ten (10) days written notice by Certified Mail to the other party. In that event, SCSO shall pay the SUBRECIPIENT for all cost incurred by the SUBRECIPIENT in performing the Agreement up to the date of such notice. Payment shall be made in accordance with Section 5 of this Agreement.

## **9. DEFAULT**

If the SUBRECIPIENT breaches any of its obligations hereunder, and fails to cure the breach within thirty (30) days of written notice to do so by SCSO, SCSO may terminate this Agreement, in which case SCSO shall pay the SUBRECIPIENT only for the costs of services accepted by SCSO, in accordance with Section 5 of this Agreement. Upon such termination, SCSO, at its discretion, may obtain performance of the work elsewhere, and the SUBRECIPIENT shall be responsible for all costs up to the contract amount minus the value of any work properly completed by SUBRECIPIENT.

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The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Agreement does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Agreement at a later time.

## **11. INDEPENDENT AGENCY**

- a. The SUBRECIPIENT'S services shall be furnished by the SUBRECIPIENT as an independent agency and not as an agent, employee or servant of SCSO. The SUBRECIPIENT specifically has the right to direct and control SUBRECIPIENT'S own activities in providing the agreed services in accordance with the specifications set out in this Agreement.
- b. The SUBRECIPIENT acknowledges that the entire compensation for this Agreement is set forth in Section 5 of this Agreement, and the SUBRECIPIENT is not entitled to any SCSO benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to SCSO employees.
- c. The SUBRECIPIENT shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the SUBRECIPIENT shall be or deem to be or act or purport to act as an employee, agent, or representative of SCSO.
- d. The SUBRECIPIENT shall assume full responsibility for the payment of all payroll taxes, use, sales, income or other form of taxes, fees, licenses, excises, or payments required by any city, county, federal or state legislation which is now or may during the term of this Agreement be enacted as to all persons employed by the SUBRECIPIENT and as to all duties, activities and requirements by the SUBRECIPIENT in performance of the work on this project and under this Agreement and shall assume exclusive liability therefore, and meet all requirements thereunder pursuant to any rules or regulations.

## **12. COMPLIANCE WITH LAWS AND FUNDING REQUIREMENTS**

The SUBRECIPIENT shall comply with all applicable federal, state and local laws, rules and regulations in performing this Agreement, including equipment and real property requirements. The SUBRECIPIENT hereby acknowledges and agrees to be subject to and bound by all terms and conditions of the original funding agreement between Washington State and SCSO, as set forth in Exhibit "D," Funding Agreement (the "Funding Agreement"), as if SUBRECIPIENT was the direct "SUBRECIPIENT" thereunder. SUBRECIPIENT hereby agrees to comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in the Funding Agreement and the informational documents published by the Agencies applicable to the 911 Grant Program, including but not limited to all criteria, restrictions and requirements of the 911 Grant Program NOFO and the 911 Grant Program Revision to the NOFO, all of which are incorporated therein and herein by this reference.

SUBRECIPIENT agrees to indemnify and hold SCSO harmless if it is determined that the SUBRECIPIENT failed to properly use any funds allocated under this Agreement in accordance with all applicable federal and state statutes and regulations, and the terms and conditions for such federal award.

If a provision of this Agreement is in conflict with funding requirements set forth in Exhibit "D," Exhibit "D" shall prevail.

### **13. SINGLE AUDIT ACT REQUIREMENTS AND INSPECTION OF RECORDS**

a. The SUBRECIPIENT must comply with the Single Audit Act of 1984 as modified in 1996. The SUBRECIPIENT must maintain accounting records that will enable identification of all federal funds received and expended by catalog of federal domestic assistance number (CFDA#). If a Single Audit is required, a copy of the audit report must be submitted to SCSO, within the time limit set forth in the Single Audit Act. If a Single Audit is not required, SCSO is allowed to perform a fiscal review of the SUBRECIPIENT'S financial records.

b. SCSO may, at reasonable times, inspect the books and records of the SUBRECIPIENT relating to the performance of this Agreement. The SUBRECIPIENT will permit independent auditors access to its financial records for this purpose. The SUBRECIPIENT shall keep all records required by this Agreement for six (6) years after termination of this Agreement for audit purposes.

### **14. CERTIFICATION REGARDING DEBARMENT SUSPENSION OR INELIGIBILITY**

a. If federal funds are the basis for this Agreement, the SUBRECIPIENT certifies that neither it or its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any federal department or agency. If the SUBRECIPIENT is debarred or suspended from participation in federal programs during the Agreement period, the Agreement is voided.

b. The SUBRECIPIENT must check the "List of Parties Excluded from Federal Procurement and Non-procurement Programs" (<https://www.sam.gov/SAM/>) prior to awarding subgrants or contracts, and agrees not to enter into any arrangements or contracts related to this grant with any party on this list.

### **15. NONDISCRIMINATION**

SCSO provides equal opportunity to all persons seeking or having access to its employment, services and activities. The SUBRECIPIENT, its assignees, delegates or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of race, color, creed, religion, national origin, age, sex, marital status, veteran status, sexual orientation or the presence of any disability unless such disability effectively prevents the performance of the essential functions required of the position.

### **16. DISPUTES**

Differences between the SUBRECIPIENT and SCSO, arising under and by virtue of this Agreement, shall be brought to the attention of SCSO at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the SUBRECIPIENT shall be decided by SCSO'S representative or designee. All rulings, orders, instructions and decisions of SCSO'S representative shall be final and conclusive.

### **17. CHOICE OF LAW, JURISDICTION AND VENUE, AND ATTORNEY'S FEES**

a. This Agreement has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

b. Any action at law, suit in equity, or judicial proceeding arising out of this Agreement shall be instituted and maintained only in any of the courts of competent jurisdiction in Skamania County, Washington.

**18. SEVERABILITY**

If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

**19. ENTIRE AGREEMENT**

The parties agree that this Agreement is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Agreement are specifically excluded.



## EXHIBIT "A"

### **Statement of work**

1. The services to be performed by the SUBRECIPIENT under this Agreement, which are described in Section 2 of the Agreement (Scope of Services Provided by the Subrecipient), are set forth as follows:

The Next Generation (NG) 911 Host Remote Project procures and implements necessary NG911 software and hardware in order to create a geographically diverse Internet Protocol (IP)-based call handling, Private Branch Exchange (PBX) and Management Information System (MIS) Reporting Network (Network). This Network is composed of two Host agencies: Skagit 911 Emergency Communications and the Okanogan County Sheriff's Office that have Hub Internet Protocol (IP) based call handling, PBX and MIS equipment and software connected via the state of Washington's Emergency Services IP Network (ESInet); as well as 4 remote agencies: Skamania County 911, San Juan County Sheriff's Office, Lincoln County Sheriff's Office and Ferry County Sheriff's Office.

The Lincoln County Sheriff's Office, will conduct a targeted implementation of NG911 hardware and software. New servers, networking equipment, workstations, and other ancillary equipment will be configured, staged, and shipped, and will then be installed, tested and completed by a contracted technician.

SUBRECIPIENT must adhere to applicable compliance requirements for federally funded equipment, and all federal grant requirements as included in the Office of Management and Budget(OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (commonly called "Uniform Guidance") 2 CFR 200.

**EXHIBIT "B"**

**Milestone Timeline**

The performance period for this Agreement is **August 9, 2019 to March 31, 2022**

SUBRECIPIENT may submit invoices for project work completed prior to execution of contract but NOT outside Agreement performance period. All contract work must end on **March 31, 2022**, however the SUBRECIPIENT has up to 15 days after the contract end date to submit all final billing. Invoices shall be submitted to the Skamania County Sheriff's Office by contract enddate.

<b>Date</b>	<b>Activity</b>
August 9, 2019	Start of grant performance period
April 15 <sup>th</sup> , 2022	Final invoice due to the Skamania County Sheriff's Office

**Technical Reporting**

No regular reporting is required in addition to the invoice information required above. However SUBRECIPIENT must provide additional information as requested by SCSO as needed to complete SCSO's reporting requirements and/or subrecipient monitoring activities.

**EXHIBIT "C"**

**Budget**

The SUBRECIPIENT'S compensation under this Agreement, which is described in Section 5 of the Agreement (Compensation), is set forth as follows:

Agency	HW – Hardware	SW – Software	TR – Training	CS – Consulting Services	Total
LINCOLN COUNTY SHERIFF'S OFFICE	\$46,876.94	\$44,781.00	\$0.00	\$0.00	\$91,657.94

EXHIBIT "D"

**Contract between the SKAMANIA COUNTY SHERIFF'S OFFICE  
AND WA STATE MILITARY DEPARTMENT**

The contract attached immediately hereafter is the actual Agreement entered into by the Washington State Military Department and the Skamania County Sheriff's Office.

Your agency is bound to all terms and conditions of the federal grant guidance of the funding program.

**Inclusions/Notations:**

1. The Skamania County Sheriff's Office is the subrecipient referred to in the agreement with the WA St Military Department.
  
2. Original receipts and invoices for eligible grant program expenses must be sent with reimbursement request/s by dates specified in the timeline (Exhibit B) to:

Skamania County Sheriff's Office  
P.O. Box 790  
Stevenson, WA 98648  
Attention: Jason Fritz

3. Subrecipient shall obtain proper authorization from SCSO before transfer or disposal of any grant items purchased.

**Exclusions:**

None

COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS

1. Contract Number:

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

3. Contractor Information: Contractor: The 911 PSAP Consortium #1  
Contact Person: Jason Fritz  
Title: Assoc.  
Address: PO Box 790  
Address: Stevenson, WA 98648  
Phone: 509-427-9490 / FAX 509-427-4369

4. Brief description of purpose of the contract and County's contracted duties: Amendment to original Interlocal Agreement between Skamania, Okanogan and Skagit County's creating a consortium to provide shared interconnected 911 call handling equipment and systems for receiving and processing 911 telephone calls to allow for the additions of San Juan County, Lincoln County and Ferry County.

5. Term of Contract: From: Date of Signing To: Until Terminated

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)

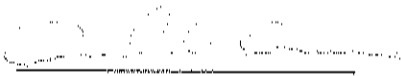
7. Budget Committed in Current Year: \$0.00  
Amount Not Budgeted in Current Year: \$ Source:  
Total Non-County Funds Committed: \$0.00 Source:  
Total County Funds Committed: \$0.00  
TOTAL FUNDS COMMITTED: \$0.00

8. County Contact Person: Name: Dave Brown  
Title: Sheriff

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

10. Special Comments: 5

**COMMISSIONER'S AGENDA ITEM COMMENTARY**

<b><u>SUBMITTED BY</u></b>	Skamania County Sheriff 
	Department <u>Signature</u>
<b><u>AGENDA DATE</u></b>	_____
<b><u>SUBJECT</u></b>	Skamania, Skagit, Okanogan ILA for 911 Shared Equipment
<b><u>ACTION REQUESTED</u></b>	<u>Authorize Agreement</u>

**SUMMARY/BACKGROUND**

Amendment to original ILA to create a consortium for shared 911 telephone equipment for receiving and processing 911 telephone calls to allow for the additions of San Juan, Lincoln and Ferry County's.

**FISCAL IMPACT**

0.00

**RECOMMENDATION**

Authorize Agreement (2 Copies)

**LIST ATTACHMENTS**

Copy of agreement x 2  
County face sheet



## **911 PSAP CONSORTIUM #1**

### **FIRST ADDENDUM TO THE INTERLOCAL AGREEMENT CREATING THE 911 PSAP CONSORTIUM #1 TO PROVIDE SHARED 911 EQUIPMENT AND SERVICES AMONG SKAGIT 911, AN INTERLOCAL NON-PROFIT CORPORATION OF THE STATE OF WASHINGTON, AND SKAMANIA AND OKANOGAN COUNTY'S, BOTH POLITICAL SUBDIVISIONS OF THE STATE OF WASHINGTON**

**THIS FIRST ADDENDUM** to the Interlocal Agreement ("Agreement"), among Skagit 911, Skamania County and Okanogan County, effective November 19<sup>th</sup>, 2021, is made by and among the municipal corporations of Skagit 911, Skamania County and Okanogan County, all of which are original parties to said Agreement, and Lincoln County, San Juan County and Ferry County, municipal corporations of the state of Washington that desire to become parties to the Agreement.

**WHEREAS**, the original parties entered into the Agreement establishing the 911 PSAP Consortium #1 ("Consortium"), effective November 19<sup>th</sup>, 2021;

**WHEREAS**, Lincoln County, San Juan County and Ferry County are Washington municipal corporations all of whom individually provide 911 services in their respective service boundaries, and who desire to enter into the Agreement for the purpose of collectively improving the provisioning of 911 service to their citizens by consolidating 911 emergency communications equipment and sharing resources to serve the mutual interests of multiple public safety answering points ("PSAPs") and citizens;

**WHEREAS**, the current parties to the Agreement agreed by consensus of those present at a duly-noticed meeting of the membership of the 911 PSAP Consortium #1 on November 30<sup>th</sup>, 2021, with a quorum of the members present, to amend the Agreement to add Lincoln County, San Juan County and Ferry County as parties to the Agreement and as members of the 911 PSAP Consortium #1 with all of the rights and responsibilities of participating members; and

**WHEREAS**, the parties who hereby enter into this First Addendum to the Agreement pursuant to RCW 39.34.030 mutually agree to be bound by the terms and conditions of the Agreement.

**IT IS HEREBY AGREED** among the parties that:

1. Lincoln County, San Juan County and Ferry County are hereby made parties to the Agreement and members of the 911 PSAP Consortium #1, being bound by the terms and conditions of the Agreement, and ratifying all actions taken by the 911 PSAP Consortium #1 from the date of its creation to present.

2. The Rules of Procedure adopted by the 911 PSAP Consortium #1 and all contracts, documents or agreements entered into by or in the name of the 911 PSAP Consortium #1, from its creation to the present, are binding upon Lincoln County, San Juan County and Ferry County.
3. At page 1 of the Interlocal Agreement, the first paragraph is amended to read as follows:

This Interlocal Agreement to Provide Shared 911 Equipment and Services ("**Agreement**") is entered into by and between Skagit 911, an interlocal non-profit corporation of the State of Washington ("**Skagit**"), Skamania County, a political subdivision of the State of Washington ("**Skamania**"), Okanogan County, a political subdivision of the State of Washington ("**Okanogan**"), Lincoln County a political subdivision of the State of Washington ("**Lincoln**"), San Juan County a political subdivision of the State of Washington ("**San Juan**"), and Ferry County a political subdivision of the State of Washington ("**Ferry**"), collectively referred to as the "**Parties**". This Agreement is entered into pursuant to the Washington State Interlocal Cooperation Act, Chapter 39.34 RCW.

At page 17 of the Interlocal Agreement, Exhibit "3" is amended to read as follows:

Skagit 911  
Helen Rasmussen, Director  
2911 E College Way  
Mount Vernon, WA. 98273  
[rasmussenh@skagit911.us](mailto:rasmussenh@skagit911.us)

Lincoln County Sheriff's Office  
Wade W. Magers, Sheriff  
404 Sinclair St.  
Davenport, WA. 99122

Okanogan County Sheriff's Office  
Mike Worden, Chief of Comm  
123 N 5<sup>th</sup> Ave, Rm 200  
Okanogan, WA. 98840  
[mworden@co.okanogan.wa.us](mailto:mworden@co.okanogan.wa.us)

San Juan County Sheriff's Office  
Ron Krebs, Sheriff  
96 2<sup>nd</sup> Street  
Friday Harbor, WA.98250

Skamania County Sheriff's Office  
Dave Brown, Sheriff  
200 Vancouver Ave  
Stevenson, WA. 98648  
[daveb@co.skamania.wa.us](mailto:daveb@co.skamania.wa.us)

Ferry County Sheriff's Office  
Ray Maycumber, Sheriff  
175 N Jefferson Ave.  
Republic, WA. 99166

4. Except as amended herein, all terms and conditions of the Agreement, as amended by the Addendum, remain in full force and effect.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2021.

ATTEST:

**BOARD OF COMMISSIONERS  
SKAMANIA COUNTY, WASHINGTON**

\_\_\_\_\_  
Tom Lannen, Chairman

\_\_\_\_\_  
Richard Mahar, Commissioner

\_\_\_\_\_  
Robert Hamlin, Commissioner

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

Approved as to form only:

\_\_\_\_\_  
Skamania County Prosecuting Attorney

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

Dated at Okanogan, Washington this \_\_\_\_ day of \_\_\_\_\_, 2021.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS  
OKANOGAN, WASHINGTON**

\_\_\_\_\_  
Chris Branch, Chairman

\_\_\_\_\_  
Andy Hover, Member

\_\_\_\_\_  
Jim DeTro, Member

\_\_\_\_\_  
Lalena Johns, Clerk of the Board

APPROVED AS TO FORM:

\_\_\_\_\_  
David Gecas, Civil Deputy PA

Dated this \_\_\_\_ day of \_\_\_\_\_, 2021.

**SKAGIT 911 EMERGENCY COMMUNICATIONS**

\_\_\_\_\_  
Helen M. Rasmussen, Executive Director

\_\_\_\_\_  
Lisa Janickl, Board of Directors

ADOPTED this 20<sup>th</sup> day of December, 2021.

BOARD OF COUNTY COMMISSIONERS  
LINCOLN COUNTY, WASHINGTON

Scott M. Habel

Chairman

[Signature]

Commissioner

[Signature]

Commissioner

ATTEST:

Jana Holden

Clerk of the Board

Approved as to form:

[Signature]

Lincoln County Prosecuting Attorney

ADOPTED this \_\_\_ day of \_\_\_\_\_, 2021.

ATTEST:

COUNTY COUNCIL  
SAN JUAN COUNTY, WASHINGTON

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

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

Approved as to form only:

\_\_\_\_\_  
San Juan County Prosecuting Attorney

ADOPTED this \_\_\_ day of \_\_\_\_\_, 2021.

BOARD OF COUNTY COMMISSIONERS  
FERRY COUNTY, WASHINGTON

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

ATTEST:

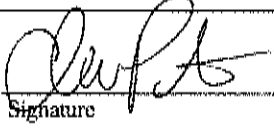
\_\_\_\_\_  
Clerk of the Board

Approved as to form:

\_\_\_\_\_  
Ferry County Prosecuting Attorney



## COMMISSIONER'S AGENDA ITEM COMMENTARY

<b><u>SUBMITTED BY</u></b>	<u>Community Development</u> Department	 Signature
<b><u>AGENDA DATE</u></b>	<u>February 8, 2022</u>	
<b><u>SUBJECT</u></b>	<u>Contract Renewal for Hearing Examiner Services</u>	
<b><u>ACTION REQUESTED</u></b>	<u>Approve Contract</u>	

### **SUMMARY/BACKGROUND**

Sharon Rice has served as a hearing examiner for Skamania County since May 2007. The county's current contract with the Office of Sharon Rice, Hearing Examiner PLLC, has been operating month to month since January 2021. This contract renewal will extend through December 31, 2025.

### **FISCAL IMPACT**

This contract will be funded by the Community Development Department's Professional Services budget.

### **RECOMMENDATION**

Approve contract with Office of Sharon Rice, Hearing Examiner PLLC.

### **LIST ATTACHMENTS**

Contract Facesheet  
Contract (2 copies)



**PROFESSIONAL SERVICE AGREEMENT BETWEEN SKAMANIA COUNTY  
AND OFFICES OF SHARON RICE, HEARING EXAMINER, PLLC FOR  
LAND USE HEARING EXAMINER SERVICES  
IN UNINCORPORATED SKAMANIA COUNTY**

**THIS CONTRACT**, by and between **SKAMANIA COUNTY**, a municipal corporation, hereinafter referred to as the "**COUNTY**", and **Offices of Sharon Rice, Hearing Examiner, PLLC**, hereinafter referred to as the "**HEARING EXAMINER**",

**WITNESSETH THAT:**

**1. AUTHORITY TO CONTRACT**

- A. The **HEARING EXAMINER** covenants that the person(s) whose signature(s) appears as the representative of the **HEARING EXAMINER** on the signature page of this contract is the **HEARING EXAMINER'S** contracting officer and is authorized to sign on behalf of the **HEARING EXAMINER** and, in addition, to bind the **HEARING EXAMINER** in any subsequent dealings with regard to this contract, such as modifications, amendments, or change orders.
- B. The **HEARING EXAMINER** covenants that all licenses, tax I.D. Nos., bonds, insurance accounts, or other matters required of the **HEARING EXAMINER** by federal, state or local governments in order to enable the **HEARING EXAMINER** to do the business contemplated by this Contract, have been acquired by the **HEARING EXAMINER** 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 **ALAN PETERS**; 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 **HEARING EXAMINER** 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 and, for its own equipment necessary to perform its duties under this Contract.
- B. The **HEARING EXAMINER** shall be free of any supervision or other influence from **COUNTY** officials or employees with respect to any decision or recommendation made by the **HEARING EXAMINER** on a specific case, issue, or permit.
- C. The **HEARING EXAMINER** represents that it is capable of providing the services

contracted for herein; that it is the usual business of the **HEARING EXAMINER** to provide such services.

3. **SERVICES TO BE RENDERED**

- A. The work to be performed by the **HEARING EXAMINER** consists of those services that are fully described in the contract documents marked Attachment A, consisting of a total of three (3) pages which has been initialed by the parties, attached hereto, and by this reference incorporated herein.
- B. Subcontracting: The **HEARING EXAMINER** may subcontract specific tasks necessary to perform the work under this Agreement, using authorized subcontractors for the specific tasks identified Attachment B. The Hearing Examiner shall remain solely responsible for the work produced under this Agreement when using subcontractors.
- C. 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. **TERM OF CONTRACT**

The contract shall begin on FEBRUARY 8, 2022 and terminate on DECEMBER 31, 2025. Should the term of this Contract expire, and unless otherwise renewed and/or extended, it shall automatically renew on a month-to-month basis unless terminated by either party.

5. **PAYMENT FOR SERVICES**

- A. The consideration for the services to be performed by the **HEARING EXAMINER** shall be pursuant to a Day of Docket plus Hourly Writing fee structure, as detailed in Attachment A, Scope of Work.
- B. Payment on the account of the contracted services shall be made not more than monthly, based on submission by the **HEARING EXAMINER** 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 **HEARING EXAMINER** agrees to save the **COUNTY** harmless from any liability that might otherwise attach to the **COUNTY** arising out of any activities of the **HEARING EXAMINER** pursuant to this contract and caused by the **HEARING EXAMINER'S** negligence. The **CONTRACTOR** shall obtain Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles with a minimum combined single limit for

bodily injury and property damage of \$1,000,000 per accident.

7. **INDEMNIFICATION**

The parties hereto shall indemnify, defend, and hold harmless the other party, including their respective agents, and employees, from and against any and all liability, including without limit attorneys' fees and costs, arising from each party's negligence or willful misconduct under this Contract; provided, however, each party shall be liable only for that percentage of total damages that corresponds to its percentage of total negligence or fault. In the event that the COUNTY shall elect to defend itself against any claim or suit arising from such injury, death, or damage, the HEARING EXAMINER shall, in addition to indemnifying and holding the COUNTY harmless from any liability, indemnify the COUNTY for any and all expenses incurred by the COUNTY in defending such claim or suit, including reasonable attorneys' fees. Nothing in this section is intended to require the HEARING EXAMINER to indemnify, defend, or pay the costs of defending, any decision of the HEARING EXAMINER that may be appealed under the Land Use Petition Act, RCW 36.70B, or otherwise.

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. **ASSIGNMENT, DELEGATION, AND SUBCONTRACTING**

- A. The HEARING EXAMINER shall perform the terms of the Contract using only its bona fide Subcontractors who have the qualifications to perform under this Contract as detailed in Attachment B. The obligations and duties of the EXAMINER under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the County.
- B. The parties mutually acknowledge that the County may enter into contracts for hearing examiner pro tem services with other service providers. Such pro tem service providers shall be called upon to execute duties assigned to the EXAMINER under this agreement in cases in which the EXAMINER has a conflict relating to scheduling or to appearance of fairness concerns. The EXAMINER agrees to notify the County of conflicts giving rise to the need for pro tem providers at the earliest possible time after discovery of the conflict.

10. **EQUAL EMPLOYMENT OPPORTUNITY**

- A. The HEARING EXAMINER 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 **HEARING EXAMINER** 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 Contract.
  - (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 Contract.
  - (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 Contract.
  - (4) Deny any individual an opportunity to participate in any program provided by this Contract through the provision of services or otherwise, or afford an opportunity to do so which is different from that afforded others under this Contract. The **HEARING EXAMINER**, 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 **HEARING EXAMINER'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 **HEARING EXAMINER** 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 **HEARING EXAMINER** and it cannot be resolved, either party may submit a request for a dispute resolution to the Board of County Commissioners. All costs, if any, will be split equally between the parties and each party will bear its own attorney fees. 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 **HEARING EXAMINER'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 **HEARING EXAMINER** 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 **HEARING EXAMINER'S** failure to so comply.

14. **DEFAULT/TERMINATION**

- A. The parties hereto agree that **TIME IS OF THE ESSENCE** in this contract.
- B. If the **HEARING EXAMINER** shall fail to fulfill in a timely manner any of the covenants of this Contract, the **COUNTY** shall have the right to terminate this Contract by giving the **HEARING EXAMINER** sixty (60) days notice, in writing, of the **COUNTY'S** intent to terminate and the reasons for said termination. In the event of termination, the **HEARING EXAMINER** will complete any matter then pending at the hourly rates set forth in this Agreement, invoice the **COUNTY** accordingly, and the **COUNTY** shall compensate the **HEARING EXAMINER** within thirty (30) days of invoicing.
- C. Either party may cancel the contract, without fault, by giving the other party sixty (60) days written notice.

15. **OWNERSHIP OF WORK PRODUCTS**

All final decisions, orders, and other documents issued by the **HEARING EXAMINER** pursuant to this Contract, all exhibits submitted into the record, and all official recordings shall be the property of the **COUNTY**. All such documents, exhibits, and recordings shall be forwarded to the **COUNTY** upon request and may be used by the **COUNTY** as it sees fit. The **COUNTY** agrees that if the documents, exhibits, and recordings are used for the purposes other than those intended in this Contract, the **COUNTY** does so at its sole risk and agrees to hold the **HEARING EXAMINER** harmless for such use. All services performed under this Contract shall be conducted solely for the benefit of the **COUNTY** and shall not be used for any other purpose without express written consent of the **COUNTY**. The **COUNTY** shall keep the official record in each hearing examiner

matter and all primary copies of exhibits. The **HEARING EXAMINER** shall possess only secondary, working copies of all data, materials, reports, memoranda, and any other documents or recordings developed under this Agreement.

16. **Entire Agreement**

This Contract, including Attachments A and B, contains the complete and integrated understanding and agreement between the parties and supersedes any understanding and/or agreement of negotiation, whether oral or written, no set forth herein. If any part of this Contract is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, and the remainder of this Contract shall remain in full force and effect.

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

**DATED:** \_\_\_\_\_, 2022.

SKAMANIA COUNTY  
BOARD OF COMMISSIONERS

OFFICES OF SHARON RICE  
HEARING EXAMINER, PLLC  
Washington Limited Liability Company

\_\_\_\_\_  
**Richard Mahar, Chairman**

\_\_\_\_\_  
**Sharon A. Rice, Principal**

\_\_\_\_\_  
**T.W. Lannen, Commissioner**

\_\_\_\_\_  
**Robert Hamlin, Commissioner**

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

**APPROVED AS TO FORM ONLY:**

**ATTEST:**

\_\_\_\_\_  
**Prosecuting Attorney** - *Adam Kick*

\_\_\_\_\_  
**Clerk of the Board** - *Debbie Stack*





**Attachment A**  
**Scope of Work Agreement Between**  
**Skamania County and Offices of Sharon Rice Hearing Examiner, PLLC**  
**For Hearing Examiner Services**

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- 1. Duties of the Hearing Examiner.** The Hearing Examiner shall provide those services and fulfill those duties identified in the County's ordinances relating to the Office of the Hearing Examiner and carry out such other responsibilities as agreed to herein between the County and the Hearing Examiner. Those services, duties, and responsibilities include: reviewing information provided by County staff and applicable laws in preparation for the hearing; holding pre-hearing conferences and issuing pre-hearing orders on individual cases as necessary for the clarification of issues to be addressed at the hearing; conducting hearings on all matters to which the County's ordinances grants the Hearing Examiner jurisdiction; receiving testimony and documentary evidence; preparing final written decisions including findings of fact and conclusions of law for each case heard; and ruling on post-hearing motions. The Hearing Examiner shall be responsible for providing a final written decision in each matter to the County for distribution. The date by which the final decision shall be issued will be that as set forth in the County's code.
- 2. Duties of the County.** The County shall be responsible for providing the support necessary to execute the duties established in this Agreement, including, but not limited to: a complete copy of all appropriate current county codes and resolutions; a public hearing room OR a virtual public hearing meeting sufficient to accommodate the Hearing Examiner, County Staff, applicants/respondents, attorneys, and members of the public wishing to attend; recording equipment adequate to establish a verbatim recording of each public hearing; a staff person to accept exhibits, operate recording equipment during hearings, and maintain custody of the official record in each matter; and telephone or virtual conferencing for pre-hearing conferences as needed. The County shall be responsible for publishing legal notice of hearings pursuant to the provisions set forth in the County's code; for recording hearings; preserving the audio and documentary record on each matter; and distributing the Hearing Examiner's decisions to the parties of record and any interested party who requested a copy of the decision. The County shall be the keeper of the official record in each matter. The County shall provide the Hearing Examiner with a Staff Report and a copy of all related exhibits at least seven (7) days prior to any scheduled hearing. The County shall provide to the Hearing Examiner copies of recordings of the public hearing, as requested.
- 3. Hearing Days.** Hearings shall be conducted on a periodic basis and at a time to be agreed upon by the County and the Hearing Examiner based upon the need and demand for the services called for herein.
- 4. Compensation.** In consideration of performance of the Hearing Examiner services consistent with the Scope of Work, the County agrees to pay a combined day of docket fee plus hourly compensation for written Orders and Decisions. No fee is paid in months when no work is performed. The day of docket plus hourly written fees include the following:

- a. A “day of docket” fee of \$850.00 for in-person hearings and \$550 for virtual hearings payable on each day there is a land use docket compensation for:
  - Advance file review;
  - Travel time;
  - Site Visits as appropriate; and
  - Hearing Time
  - In multi-day hearings, additional days after the first date of hearing are compensated at \$500 per day.
  
- b. An hourly fee of \$145 applies for the following:
  - Pre-hearing telephone conferences;
  - Preparation of pre-hearing orders, as necessary;
  - Preparation of Post-Hearing Orders, including Requests for Reconsideration and Requests for Clarification; and
  - Preparation of Final Decisions, including Findings of Fact and Conclusions of Law.
  
- c. There would be no charge for the following services:
  - If scheduled on an in-person hearing date or scheduled virtually, an annual meeting with the County Commissioners to discuss the state of the Hearing Examiner system and to recommend changes to County Code, as requested by Commissioners;
  - A written annual report to the Commissioners in place of an in-person meeting;
  - If scheduled on an in-person hearing date or scheduled virtually, an annual meeting with the Director and Staff to inform them of changes in land use law, as requested by the Director;
  - A written annual report to the Director in place of an in-person meeting; and
  - Miscellaneous correspondence and telephone conversations with staff regarding procedures, scheduling, and other matters related to the duties of the Hearing Examiner.
  
- d. A single hour of time at \$145/hour would be billed to compensate for the following:
  - In-person pre-hearing conferences not conducted on a regularly scheduled hearing date;
  - In-person annual report to the Commissioners not conducted on a regularly scheduled hearing date; and
  - In-person annual meeting with the Director and staff not conducted on a regularly scheduled hearing date.
  
- e. The parties acknowledge that the fee structure may be revised upon mutual agreement during the three year term of the agreement.

**6. Correspondence and Notices.**

- a. Correspondence and Notices to Skamania County shall be sent to the following address:

Skamania County  
Attn: Alan Peters, Director  
P.O. Box 1009  
Stevenson, WA 98648

- b. Correspondence and Notices to the Hearing Examiner shall be sent to the following address:

Office of Sharon A. Rice, Hearing Examiner, PLLC  
Attn: Sharon A. Rice  
20126 Ballinger Way NE, #167  
Shoreline, WA 98155

## Attachment B

### Subcontracting Agreement Between Skamania County and Offices of Sharon Rice Hearing Examiner, PLLC For Hearing Examiner Services

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The County expressly acknowledges and authorizes the Examiner to subcontract specific services as detailed below.

- a. The Examiner may subcontract specific tasks necessary to perform the work under this Agreement, using authorized Subcontractors for the specific tasks identified below. Examiner shall remain solely responsible for the work produced under this Agreement when using Subcontractors. Examiner shall include the work performed by such Subcontractors in the single monthly invoice prescribed in Section 3. The amount invoiced to the County for Subcontractor work shall be at a rate of 1.1 times the amount of the Subcontractor invoice to the Examiner, to compensate for necessary supervisory time. The Examiner shall retain all Subcontractor invoices for a period of three years following the date of invoice and allow inspection by the County if requested.
- b. Authorized Subcontractors
  1. LeAnna Toweill, Attorney, Newcastle, Washington (virtual office). Ms. Toweill graduated from University of Washington School of Law in 1999. She has worked in land use hearings longer than I have and was a business partner of mine in two previous firms. She is a former Skamania County Hearing Examiner. Ms. Toweill reviews the complete case file together with my notes and instructions and drafts findings and conclusions.
  2. Darcie Durr, Attorney, Bellevue, Washington (virtual office). Ms. Durr graduated from University of Washington School of Law in 2004. She previously worked professionally as an assistant City attorney advising the planning department (Bellevue), for a law firm representing developers, and as corporate counsel advising in permitting. She has worked for me as a drafting attorney since 2018. We have an understanding that over time she intends to become a hearing examiner either with my firm or on her own working in collaboration with my firm. Ms. Durr reviews the complete case file together with my notes and instructions and drafts findings and conclusions.
  3. Laurel Spaeth, Paralegal, Redmond, Washington (virtual office). Ms. Spaeth has worked as paralegal for more than 20 years. She began working for me in 2015. She works for me on an as-available basis. Ms. Spaeth sets up document templates, creating headers/footer, importing and formatting exhibits, conditions, and code sections, and proofreads final documents.
  4. Michelle Rice Woolsey, PhD Candidate/Editor, California (virtual office). Ms. Rice Woolsey has worked for me doing proofreading and template preparation on and off since 2016. At the time of drafting, she is in the fourth year of a doctoral program at

UCLA and anticipates becoming available for future work with me after the summer of 2022. Ms. Rice Woosley sets up document templates, creating headers/footer, importing and formatting exhibits, conditions, and code sections, and proofreads final documents.

- c. The list of authorized Subcontractors, the approved tasks, and the approved fee rates may be amended only by written modification to this Agreement, provided that the County shall not unreasonably withhold such consent to such modification.
- d. The Examiner shall not subcontract for Hearing Examiner duties such as prehearing meetings, presiding over public hearings, and final preparation and review of decisions. The Examiner shall review and approve all work prior to submittal to the County.
- e. In no event shall the existence of a subcontract operate to release or reduce the liability of The Examiner to the County for any breach in the performance of the Examiner's duties under this Contract. The Examiner shall ensure any subcontractors have necessary qualifications for the requested work.
- f. The Examiner is solely responsible for payment of Subcontractors.

<u>Subcontractor Name</u>	<u>Title</u>	<u>Rate Invoiced to Examiner</u>	<u>Rate Invoiced to County</u>
LeAnna Toweill	Attorney (inactive)	\$90.00 per hour	\$99.00 per hour
Darcie Durr	Attorney (inactive)	\$80.00 per hour	\$88.00 per hour
Laurel Spaeth	Paralegal	\$35.00 per hour	\$38.50 per hour
Michelle Woolsey	Writing professional	\$35.00 per hour	\$38.50 per hour

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

1. Contract Number: #19543 Q-367249-44592.879KH

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

3. Contractor Information: Contractor: Axon Enterprise, Inc.  
Contact Person: Kyle Hunt  
Title: Sales Representative  
Address: 17800 N 85<sup>th</sup> Street  
Address: Scottsdale, AZ. 85255  
Phone: 800-978-2737 / huntk@axon.com

4. Brief description of purpose of the contract and County's contracted duties:  
Product and storage services for Axon Body Worn Camera's and Taser

5. Term of Contract: From:3/1/22 to 12/31/24

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.

Exempt - Single source provider for taser and camera combined.

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)

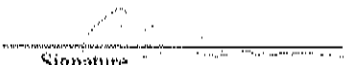
7. Budget Committed in Current Year: \$ 22, 571.64  
Amount Not Budgeted in Current Year \$ Source:  
Total Non-County Funds Committed: \$ Source:  
Total County Funds Committed: \$ 22, 571.64  
TOTAL FUNDS COMITTED: \$ 22, 571.64

8. County Contact Person: Name: David Brown  
Title: Sheriff

9. Department Approval:   
Department Head or Elected Official Signature

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

**COMMISSIONER'S AGENDA ITEM COMMENTARY**

<b><u>SUBMITTED BY</u></b>	Skamania County Sheriff	
	Department	Signature
<b><u>AGENDA DATE</u></b>	_____	
<b><u>SUBJECT</u></b>	AXON ENTERPRISE, INC.	
<b><u>ACTION REQUESTED</u></b>	____ Authorize contract _____	

**SUMMARY/BACKGROUND**

SERVICE AND PURCHASING AGREEMENT

**FISCAL IMPACT**

\$186,890.89 over 4 years broken down as follows:

Year 1 Feb, 2023 \$35,509.27

Year 2 Feb, 2024 \$50,460.54

Year 3 Feb, 2025 \$50,460.54

Year 4 Feb, 2026 \$50,460.54

**RECOMMENDATION**

Authorize contract

**LIST ATTACHMENTS**

Face Sheet

Contract/Quote x 2



Dated this \_\_\_\_ day of \_\_\_\_\_ 2022.

**ATTEST:**

**BOARD OF COMMISSIONERS  
SKAMANIA COUNTY, WASHINGTON**

\_\_\_\_\_  
Richard Mahar, Chairman

\_\_\_\_\_  
T.W. Lannen, Commissioner

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

\_\_\_\_\_  
Robert Hamlin, Commissioner

**Approved as to form only:**

\_\_\_\_\_  
Adam Kick,  
Skamania County Prosecuting Attorney

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



Axon Enterprise, Inc.  
 17800 N 85th St.  
 Scottsdale, Arizona 85255  
 United States  
 VAT: 86-0741227  
 Domestic: (800) 978-2737  
 International: +1.800.978.2737

Q-367249-44592.879KH  
 Issued: 01/31/2022  
 Quote Expiration: 02/28/2022  
 EST Contract Start Date: 03/01/2022  
 Account Number: 115882

Payment Terms: N30  
 Delivery Method: Fedex - Ground

SHIP TO		BILL TO	
200 NW Vancouver Ave 200 NW Vancouver Ave Stevenson, WA 98648-6447 USA	200 NW Vancouver Ave 200 NW Vancouver Ave Stevenson, WA 98648-6447 USA	Skamania County Sheriff - WA 200 NW Vancouver Ave Stevenson, WA 98648-6447 USA	Email:

SALES REPRESENTATIVE		PRIMARY CONTACT	
Kyle Hunt Phone: Email: huntk@axon.com Fax: (480) 930-4484	Pat Bond Phone: (509) 427-9490 Email: patb@co.skamania.wa.us Fax: (509) 427-4369		

Program Length	60 Months
<b>TOTAL COST</b>	\$186,890.89
<b>ESTIMATED TOTAL NET TX</b>	\$186,890.89

Bundle Savings	\$71,587.78
Additional Savings	\$13,449.05
<b>TOTAL SAVINGS</b>	\$85,036.83

**PAYMENT PLAN**

PLAN NAME	INVOICE DATE	AMOUNT DUE
Year 1	Feb, 2023	\$35,509.27
Year 2	Feb, 2024	\$50,460.54
Year 3	Feb, 2025	\$50,460.54
Year 4	Feb, 2026	\$50,460.54

# Quote Details

## Bundle Summary

Item	Description	QTY
Core+	2021 Core+	21

**Bundle: 2021 Core+    Quantity: 21    Start: 3/1/2022    End: 2/28/2027    Total: 186890.89 USD**

Category	Item	Description	QTY
	75015	SIGNAL SIDEARM KIT	21
Warranty	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	3
Camera Warranty	80464	EXT WARRANTY, CAMERA (TAP)	21
E.com License	73746	PROFESSIONAL EVIDENCE.COM LICENSE (Formerly SKU 73746)	21
Respond License	73449	RESPOND DEVICE LICENSE	21
Multi-bay Dock Refresh 1	73689	MULTI-BAY BWC DOCK 1ST REFRESH	3
Device Storage	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE-	21
Auto Tagging	73682	AUTO TAGGING LICENSE	21
Camera Refresh 1 with Spares	73309	AXON CAMERA REFRESH ONE	21
Camera Refresh 2 with Spares	73310	AXON CAMERA REFRESH TWO	21
Multi-bay Dock Refresh 2	73688	MULTI-BAY BWC DOCK 2ND REFRESH	3
Auto Tagging Implementation	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1
A La Carte Storage	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	63
Signal Sidearm Batteries	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	42
Holsters	20160	TASER 7 HOLSTER - SAFARILAND, RH+CARD CARRIER	21
Handle License	20248	TASER 7 EVIDENCE.COM LICENSE	21
Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	63
Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	63
Handles	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	21
Inert Cartridges	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	21
Inert Cartridges	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	21
Admin License	20248	TASER 7 EVIDENCE.COM LICENSE	1
Taser 7 Target	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1
Taser 7 Target Frame	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 7.5 IN., TASER 7	1
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	42
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	42
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	42
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	42

Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	42
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	42
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	42
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	42
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	42
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	42
Batteries	20018	TASER 7 BATTERY PACK, TACTICAL	25
Training Halt Cartridges	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	42
Training Halt Cartridges	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	42
Training Halt Cartridges	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	42
Training Halt Cartridges	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	42
Duty Cartridge Replenishment Program	20246	TASER 7 DUTY CARTRIDGE REPLACEMENT LICENSE	21
Docks	74200	TASER 7 6-BAY DOCK AND CORE	1
Dock Mount	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1
Dock Power Cord	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1
Camera	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	21
Camera Mount	74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	24
USB	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	24
Dock	74210	AXON BODY 3 - 8 BAY DOCK	1
Power Cord	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1
Other	80395	EXT WARRANTY, TASER 7 HANDLE	21
Other	80374	EXT WARRANTY, TASER 7 BATTERY PACK	25
Other	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

## Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

## Exceptions to Standard Terms and Conditions

100% discounted body-worn camera and docking station hardware contained in this quote reflects a TAP replacement for hardware purchased under existing contract #19543. All TAP obligations from this contract will be considered fulfilled upon execution of this quote.

Agency has existing contract #19543 (originated via Q-150761) and is terminating that contract upon the new license start date (3/1/2022) of this quote.

The parties agree that Axon is granting a refund of \$13,449.05 (applied to Year # licenses) to refund paid, but undelivered services. This discount is based on a ship date range of 2/1/2022-2/15/2022, resulting in a 3/1/2022 license date. Any change in this date and resulting license start date will result in modification of this discount value which may result in additional fees due to or from Axon.

*[Handwritten Signature]*

Signature

2/2/2022

Date Signed

1/31/2022

**COMMISSIONER'S AGENDA ITEM COMMENTARY**

<b><u>SUBMITTED BY</u></b>	<b><u>Human Resources</u></b>	<b><u>Debi Van Camp</u></b>
	Department	Signature
<b><u>AGENDA DATE</u></b>	2/08/2022	
<b><u>SUBJECT</u></b>	Community Health Director Employment Contract	
<b><u>ACTION REQUESTED</u></b>	Approve the Community Health Director Employment Contract	

**SUMMARY/BACKGROUND**

As of January 1, 2022 the Board of Commissioners has appointed Tamara Cissell as the Community Health Director.

**FISCAL IMPACT**

2022 \$104,783 annual plus benefits

**RECOMMENDATION**

Approve the Community Health Director Employment Contract

**LIST ATTACHMENTS**

Community Health Director employment contract

**REFERENCE**

None



# **EMPLOYMENT AGREEMENT SKAMANIA COUNTY COMMUNITY HEALTH DIRECTOR**

This is an Employment Agreement made and entered into between Skamania County, hereafter "County" and Tamara Cissell, Community Health Director hereafter "Director."

**WHEREAS**, Skamania County has appointed Tamara Cissell as the Director effective January 1, 2022.

**WHEREAS**, Skamania County and Tamara Cissell have discussed and negotiated and now desire to provide for certain procedures, benefits, and requirements related to the Director's employment, and to enter into a contract setting forth such terms and conditions.

**NOW THEREFORE**, Skamania County and Tamara Cissell agree to the following:

1. Duties: Skamania County agrees to employ Tamara Cissell as the Community Health Director for Skamania County to perform all the duties specified by resolution, policy, and/or ordinance, and such other proper duties as designated by the Board of County Commissioners. The Director reports directly to the Board of Commissioners. The Community Health Department currently includes Substance Abuse, Mental Health, Developmental Disabilities, and Public Health.
2. Duration of Agreement: It is the intent of the parties that the term of the agreement shall be for an indefinite period and may be terminated by either party pursuant to Section 11 of this Agreement or by the Board of County Commissioners pursuant to Section 12 of this Agreement.
3. Compensation: As of the date of this Agreement, annual compensation shall be paid in the amount of \$104,783 equivalent to Salary Range 34pw – Step 5 of the County's Salary Plan.
  - a. Thereafter, increases in annual compensation shall be accomplished as part of the County's budget process and shall not require further amendment of this agreement.
  - b. In the event that increases are provided generally to Salary Ranges or unrepresented employees in the County's Salary Plan, or by other action of the County, compensation shall be adjusted according to the new salary afforded Range 34pw Step 5.
  - c. Unless expressly provided herein, the County shall not at any time during the term of the Director's tenure in office reduce the salary, compensation

or other financial benefits of the Director, except to the same degree of such a reduction for all unrepresented employees of Skamania County.

4. Vehicle Use. In the event that travel by personal car is required, the Director's travel will be compensated per County travel policy at the rate established by that policy or the IRS allowable mileage rate, whichever is higher.
5. Insurance Coverage and Retirement: The County shall provide the same coverage for medical, dental, worker's compensation, life insurance, and any other insurance or benefits afforded other unrepresented County administrative, professional, and/or managerial employees. Further, the County agrees to provide the Director retirement benefits through the Washington State Public Employees Retirement System.
6. Vacation / Sick Leave: The Director shall accrue Vacation and Sick Leave days at the same rate as other administrative, professional and/or managerial employees and shall be entitled to annual vacation buy back in the same amount as other unrepresented County employees. Vacation and Sick Leave shall be reported as outlined in Skamania County's Exempt Employee Policy, Section 12.15 of the Skamania County Personnel Policy.
7. Holidays / Leaves / Hours of Work: The Director shall receive the same holidays, special leave, e.g., at the same rate as other administrative, professional and/or managerial employees. The position of Community Health Director is classified as an exempt position, but the Director is generally expected to work at least the same hours of work as the business hours of the County, and any other hours as required by the duties of the position.
8. Conferences / Training and Education: The County shall encourage and support the continued professional development of the Director for the good of the County by:
  - a. Paying membership fees for any professional organizations as may be budgeted and approved by the County.
  - b. Reimbursing cost or arranging for direct payment of costs for attending national, state, and local professional association meetings and conferences as customary for Community Health Directors and other professional and managerial employees and as provided in the annual budget.
  - c. Reimbursement of other travel and miscellaneous costs necessary to represent or benefit the County, including but not limited to, continuing

education as required by Department of Health licensure and registration and as approved in the annual budget.

- d. As long as the funding sources allow reimbursement/payment of Community Health Director's school loan then employee can submit for direct payment, or reimbursement of the monthly payments that have been made on or after 3/1/2021.

9. Payment of Expenses: Except as otherwise provided in this Agreement, payment of incurred job-related expenses shall be as provided in the County's Personnel and/or other policies.

10. Personnel Policies: Except as otherwise provided in this agreement, the Director shall be afforded the same rights, privileges, reimbursement and responsibilities as other employees covered under the County's personnel policies. However, the Community Health Director is an "at will" employee and nothing in this agreement shall provide any non-statutory employment protection other than those provisions pertaining to severance in Section 11, below.

11. Termination:

a. By the County:

- i. The Director is terminable at the will of the Board of County Commissioners. The County has the right to employ another person as Director. If the Director is terminated for any reason other than for cause as set forth in Section 12, it is agreed that upon termination by the County, the Director will be paid the following termination benefits, conditioned on Director and County signing a mutually agreed waiver of claims:
  - 1. All accrued and unused vacation and all accrued and unused sick leave shall be paid in a lump sum as outlined in the Skamania County Personnel Policy; and
  - 2. Severance pay from the date of termination of a period of ninety (90) days thereafter. Severance pay shall include the Director's current base salary and the County will continue to provide medical, dental and vision insurance coverage for up to 90 days after termination (or until Director is covered by another employer's insurance plan if this occurs prior to 90 days). Except as otherwise indicated, all amounts to be paid pursuant to this section shall be payable monthly.

b. By the Director:

- i. Should the Director desire to terminate his employment through voluntary resignation or retirement (if eligible), he shall provide the Board of County Commissioners with as much notice as possible, and in any case not less than thirty (30) days in advance. Should the Director decide to seek other employment, the Board of County Commissioners shall be notified prior to the Director participating in any job interviews as a finalist. In the case of voluntary resignation by the Director, the Director shall not be entitled to receive any severance payments under this agreement or benefits subsequent to the effective date of such resignation, but he shall receive all benefits to which he would otherwise be entitled upon voluntary resignation under the personnel policy. Provided, that if the Director gives less than thirty (30) days' notice, as required herein, prior to resignation or retirement, the Director shall forfeit any payout for accrued sick leave.
12. Dishonest / Willful Misconduct: Nothing in this Agreement shall prevent the Board of County Commissioners from terminating the Director's employment and/or other rights under this Agreement for dishonesty or willful misconduct including but not limited to fraud, embezzlement, theft, criminal conduct, or any misfeasance or malfeasance not otherwise listed in this provision.
13. Evaluation: The County and the Director shall conduct a performance evaluation at least once per year, or more frequently at the direction of the Board of County Commissioners. Said evaluations shall be in accordance with the specific criteria established by the Board in a consult with the Director. The Board will strive to develop an evaluation by March 1<sup>st</sup> of each year. The final written evaluation shall be completed and delivered to the Director within thirty (30) days of the evaluation meeting. If performance is unsatisfactory or needs significant improvement in any area, the Board will describe those concerns in writing and in reasonable detail or with specific examples for the Director to correct such deficiencies.
14. Defend and Hold Harmless: The County will defend and hold the Director harmless from any civil liability incurred or allegedly incurred while acting in good faith and within the scope of authority as the Community Health Director.
15. Prior Actions: Acts taken pursuant to this Agreement, but prior to its execution are hereby ratified and confirmed.
16. Modifications to Agreement: Either party may propose modifications to this Agreement. Modification can be made by mutual consent and must be in writing signed by all parties. After thirty-six (36) months, County maintains the right to modify this agreement without the consent of the Director, but in the case of any

such modification, the Director has the option of accepting a voluntary termination and is eligible for the voluntary termination benefits as provided in paragraph 10. a. of this agreement. In any case, the BOCC shall not make any unilateral change in this contract without first engaging in consultation with the Director regarding the proposed changes. Such consultative period shall be for no less than sixty (60) days, after which the County may modify the contract.

17. Severability: If any provisions of this Agreement are held invalid, the remainder shall be deemed valid and binding. It is the intent of the parties hereto that each provision herein is agreed to separately in the event one or more of such provisions are held invalid.

18. Governing Law / Venue: This Agreement is made and shall be construed and performed under the laws of the State of Washington. Venue regarding any dispute arising from this Agreement shall be in Skamania County, Washington.

**IN WITNESS WHEREOF**, The Board of County Commissioners of Skamania County has caused this Agreement to be signed and executed on its behalf and the undersigned employee. The Director further represents and acknowledges that:

- 1) She has read this Agreement in its entirety.
- 2) She has had an opportunity to study and review the Agreement.
- 3) She has been advised that the County Prosecuting Attorney is counsel to the County and not to the Director in regard to the Agreement.
- 4) That she has a right to consult her own independent counsel concerning this Agreement and that she has had the opportunity to do so.

All parties agree to be bound by this Agreement.

DATED: \_\_\_\_\_, 2022

SKAMANIA COUNTY  
BOARD OF COMMISSIONERS

\_\_\_\_\_  
Chairmen

\_\_\_\_\_  
Tamara Cissell

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Commissioner

ATTEST:

Approved as to Form Only:

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

\_\_\_\_\_  
Clerk to the Board