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SKAMANIA COUNTY BOARD OF COMMISSIONERS
240 NW Vancouver Ave.
Stevenson, WA 98648
Agenda for March 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 When a holiday falls on Monday, the regular meeting is held on Wednesday of that week.

Tuesday, March 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. (11 items)

1. Memorandum of Agreement, Appendix A with Washington State University to identify funding source as federal or non-federal for their agreement with Skamania County
2. Joint Resolution with Clark County Councilors and Klickitat County Commissioners to appoint Kristy Morgan to serve as Clary County's designee as trustee on the Fort Vancouver Regional Library Board
3. Re-appoint Leslie Naramore to the Homeless Housing Council
4. Re-appoint Ingrid Colvard to the Homeless Housing Council
5. Re-appoint Steve Minnis to the Homeless Housing Council
6. Contract with Area Agency on Aging & Disabilities for Southwest Washington for the Home Delivered Meal Expansion Program
7. Renewal of Interlocal Agreement with the City of Stevenson to provide legal services
8. Letter of Engagement with TDJ CPA Incorporated to compile the County's annual report for the State Auditor's Office and assist with the annual indirect cost allocation plan
9. Contract with Camden Hill for design and layout of annual voters' pamphlet
10. Contract Amendment with Protocall Services, Inc. to provide mental health and public health professional crisis call screening when Community Health office is closed. Amendment increases funding
11. Contract renewal with Washington Gorge Action Programs for the Permanent Supportive/Transitional Housing Program and Emergency Shelter Program

Non-Consent Agenda Items: (7 items) Each require a separate motion

1. Voucher Approval
2. Payroll Approval

(Non-Consent Agenda Items Continued Next Page)

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

(Non-Consent Agenda Items Continued from Page 1)

3. Job Description and set salary for Traffic Specialist Assistant Road Worker
4. Job Description and set salary for Permit Technician/Assistant Building Inspector
5. Job Description and set salary for Engineering Technician Maintenance and Data Collection
6. Job Description and set salary for Engineering Technician Project Coordinator
7. Job Description and set salary for Engineering Technician Database and Asset Management

Meeting Updates

10:00 AM Department Head Reports
 10:30 AM Skamania County Chamber of Commerce Updates – Angie Weiss, Executive Director
 11:00 AM Skamania County Economic Development District Updates – Kevin Waters, Executive Director
 11:30 AM Workshop to discuss Community Health lease funds

Lunch

1:30 PM Board of Health
 3:30 PM Workshop to discuss Probation Department
 4:15 PM Workshop to discuss ARPA internal funding requests
 5:30 PM Public Hearing to take public comment and consider Resolution 2022-08, In the matter of Skamania County Commissioner District Boundaries based on the 2020 United States decennial census.

Immediately following above Public Hearing:

Public Hearing to take public comment and consider Resolution 2022-06, Supplemental Budget #1 for the 2022 Budget

Adjourn

MEMORANDUM OF AGREEMENT

Between

**WASHINGTON STATE UNIVERSITY EXTENSION
Skamania County
APPENDIX A**

The following funds will be provided under this Memorandum of Agreement for the period January 1, 2022 through December 31, 2022 to provide an extension program.

Federal Funds \$ _____ Non-Federal Funds \$ X
TOTAL FUNDS \$50,955.00

It is understood that non-Federal funds provided by the County in support of this agreement may be identified by WSU as match for Federal capacity program (Hatch Act, Smith-Lever Act, etc.) funds received by WSU to support Extension activities.

Dr. Vicki McCracken Date
Associate Dean and Director
County Executive
WSU Extension

Richard Mahar, Chair
Skamania County Commissioner

3/8/22
Date

Daniel G. Nordquist Date
Associate Vice President
Office of Research Support and Operations

November 8, 2021

**JOINT RESOLUTION
OF THE CLARK COUNTY COUNCIL AND THE
Klickitat and Skamania Boards of County
Commissioners**

Clark County Resolution # 2022-02-14
Klickitat County Resolution #
Skamania County Resolution # *2022-11*

A joint resolution of the Clark County Council and the Boards of County Commissioners for Klickitat and Skamania counties relating to the appointment of trustees to the Fort Vancouver Regional Library.

WHEREAS, in 1952, Clark County and Skamania County formed an Interrural Rural Library District; and

WHEREAS, in 1973, the Intercounty Rural Library District was expanded to include Klickitat County; and

WHEREAS, in 1981, the City of Vancouver annexed into the Intercounty Rural Library District; and

WHEREAS, pursuant to RCW 27.12.130 and 27.12.190, the County Council and Boards of County Commissioners of the participating counties within the Intercounty Rural Library District are to appoint a board of trustees through joint action; and

WHEREAS, Klickitat, Clark and Skamania counties have entered into an Interlocal Agreement setting forth the process for the appointment of trustees; and

WHEREAS, the term for Position No. 7 which was held by Kelsi Gilkey representing Clark County expired on December 31, 2021; and

WHEREAS, Kristy Morgan of Vancouver, Washington has expressed a desire and has accepted an invitation for appointment to Position No. 7 representing Clark County; and

WHEREAS, it is the desire of the Clark County Council and Boards of County Commissioners of Klickitat and Skamania counties to appoint Kristy Morgan to Position No. 7 representing Clark County.

NOW THEREFORE BE IT ORDERED AND RESOLVED by the Clark County Council and the Boards of County Commissioners for Klickitat and Skamania Counties, State of Washington that Kristy Morgan is hereby appointed to serve as trustee of the Fort Vancouver Regional Library as Clark County's designee, effective immediately and expiring December 31, 2029.

DATED this _____ day of _____, 2022.

BOARD OF COUNTY COMMISSIONERS
Klickitat County, Washington

Dan Christopher, Chair

Jacob Anderson, Commissioner

ATTEST:

Clerk for the Board

David M. Sauter, Commissioner

in and for the County of Klickitat,
State of Washington

DATED this 15th day of Feb., 2022.

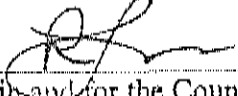
COUNTY COUNCIL
Clark County, Washington



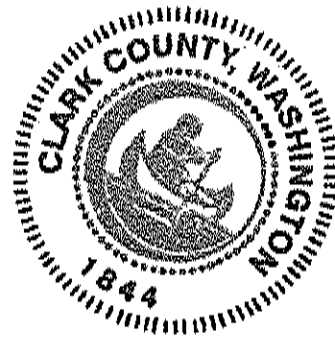
Karen Dill Bowerman, Chair

Attest:

Clerk to the Council



in and for the County of Clark,
State of Washington



Dated this ____ day of _____ 2022.

**BOARD OF COMMISSIONERS
SKAMANIA COUNTY, WASHINGTON**

Richard Mahar, Chairman

T.W. Lannen, Commissioner


Robert Hamlin, Commissioner

ATTEST:

Debbie Slack, Clerk of the Board

Aye _____
Nay _____
Abstain _____
Absent _____

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	Community Health Department	Signature
<u>AGENDA DATE</u>	BOCC, 03/08/2022	
<u>SUBJECT</u>	Homeless Housing Council	
<u>ACTION REQUESTED</u>	Approval/Signature	

SUMMARY/BACKGROUND

The attached letter has been submitted by Leslie Naramore requesting to be re-appointed to the Skamania County Homeless Housing Council.

The attached letter has been submitted by Ingrid Colvard requesting to be re-appointed to the Skamania County Homeless Housing Council.

The attached letter has been submitted by Steve Minnis requesting to be re-appointed to the Skamania County Homeless Housing Council.

FISCAL IMPACT

None

RECOMMENDATION

Sign

LIST ATTACHMENTS

Letter of Request from Leslie Naramore

Letter of Request from Ingrid Colvard

Letter of Request from Steve Minnis

Date: 2/24/2022

Board of Commissioners
PO Box 790
Stevenson, WA 98648

Dear Commissioners:

I would like to serve on the Skamania County Homeless Housing Council because:

My agency, Washington Gorge Action Programs, is the homeless housing provider for Skamania County. We actively work to help people on their path to self-sufficiency through a variety of programs.

For this reason, I request that my term be extended for another (2) two years.

For this reason, I would like to be appointed to serve on the Homeless Housing Council.

While serving in this position, I am representing _____
(Mental Health, Substance Abuse, Government Agency, etc), which enables me to contribute to crucial discussions regarding how housing issues are addressed in Skamania County. I feel that my opinions are/will be considered and that the time I spend with the board is valued.

Thank you for the opportunity to make a difference. Please consider my membership with the Skamania County Homeless Housing Council.

Sincerely,

Name: Leslie Naramore

Address: PO BOX 805, Bingen, WA 98605

Phone: 509-493-2662 ext: 205

Email: leslie@wagap.org

Date: March 1, 2022

Board of Commissioners
PO Box 790
Stevenson, WA 98648

Dear Commissioners:

I would like to serve on the Skamania County Homeless Housing Council because:

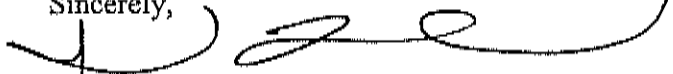
I am passionate about the work and believe the school district is an important partner. I also want to support efforts as an organization in any way possible.

- For this reason, I request that my term be extended for another (2) two years.
- For this reason, I would like to be appointed to serve on the Homeless Housing Council.

While serving in this position, I am representing the Stevenson-Carson School District (Mental Health, Substance Abuse, Government Agency, etc), which enables me to contribute to crucial discussions regarding how housing issues are addressed in Skamania County. I feel that my opinions are/will be considered and that the time I spend with the board is valued.

Thank you for the opportunity to make a difference. Please consider my membership with the Skamania County Homeless Housing Council.

Sincerely,



Name: Ingrid L. Colvard

Address: PO box 850 Stevenson, WA 98648

Phone: (509) 427-5674

Email: colvardi@scsd303.org

Date: __03/01/2022__

Board of Commissioners
PO Box 790
Stevenson, WA 98648

Dear Commissioners:

I would like to serve on the Skamania County Homeless Housing Council because:

As a representative of the faith community, I believe that I can continue to be an important part of the Homeless House Council in Skamania County. I appreciate being a conduit that can convey the needs of this community and how the churches can help.

- For this reason, I request that my term be extended for another (2) two years.
- For this reason, I would like to be appointed to serve on the Homeless Housing Council.

While serving in this position, I am representing ___Faith Community_____ (Mental Health, Substance Abuse, Government Agency, etc), which enables me to contribute to crucial discussions regarding how housing issues are addressed in Skamania County. I feel that my opinions are/will be considered and that the time I spend with the board is valued.

Thank you for the opportunity to make a difference. Please consider my membership with the Skamania County Homeless Housing Council.

Sincerely,

Name: Steve Minnis

Address: PO Box 633, Stevenson, WA 98648

Phone: 541-399-0922

Email: pastorsteve@tbcstevenson.org

COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS

1. Contract Number _____

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

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

4. Brief description of purpose of the contract and County's contracted duties:
AAADSW Home Delivered Meal Expansion Program

5. Term of Contract: From: 7/1/2021 To: 06/30/2022

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

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

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

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

7. Amount Budgeted in Current Year: \$
Amount Not Budgeted in Current Year \$ 3,558 Source: AAADSW
Total Non-County Funds Committed: \$0
Total County Funds Committed: \$0
TOTAL FUNDS COMMITTED: \$3,558

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

9. Department Approval: 
Department Head or Elected Official Signature

10. Special Comments: email sign page & mail two originals

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	Senior Services Department	 Signature
<u>AGENDA DATE</u>	3/8/2022	
<u>SUBJECT</u>	AAADSW Home Delivered Meal Expansion Program	
<u>ACTION REQUESTED</u>	Agreement/signature	

SUMMARY/BACKGROUND

Washington State Senate Bill 5736 Home Delivered Meals Expansion Program is designed to increase the number of new persons receiving home delivered meal nutrition. This contract will allow Senior Services to expand the current home delivered meal program to those individuals that are in need. The contract also allows funding for outreach to promote the expansion.

FISCAL IMPACT –

\$3,558-No county match required

RECOMMENDATION

Approve/Sign the contract

LIST ATTACHMENTS

AAADSW Home Delivered Meal Expansion Program Contract Signature Page
Statement of Work
Special Terms & Conditions
Board Signature page

CONTRACT SIGNATURE PAGE

Service:	SB 5736 Home Delivered Meals Expansion Program	Contractor:	Skamania County Senior Services
Performance Period:	July 1, 2021 through June 30, 2022	Address:	PO Box 369 Stevenson, WA 98648
Contract Type:	Unit Rate with limit	Contact:	Sophie Miller
Non-Medicaid Allocation:	\$3,558 (See Special Terms & Conditions)	E-mail:	miller@co.skamania.wa.u
Funding Source(s):	SB 5736 HDM Expansion	Phone:	509-427-3985
Subrecipient or Vendor:	Subrecipient	Fax:	509-427-0139
Required match:	None	Counties Served:	Skamania
		UBI:	n/a
		Federal Tax ID #:	91-6001363

AAADSW Contacts

Program: Claire Thackeray

email: Claire.Thackeray@dshs.wa.gov

Telephone: 360-735-5778

Fax: 360-696-4905

Contracts: Whitney Oswald
Nellya Zornes

email: Whitney.Oswald@dshs.wa.gov
Nellya.Zornes@dshs.wa.gov

Telephone: 360-992-4073
360-735-5713

Fax: 360-696-4905

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

- | | |
|---|--|
| <input checked="" type="checkbox"/> General Terms and Conditions | <input checked="" type="checkbox"/> Exhibit B: Contractor Profile |
| <input checked="" type="checkbox"/> Statement of Work | <input checked="" type="checkbox"/> Exhibit C: Menu Pattern & Nutrition Program Standards; Invoice Form |
| <input checked="" type="checkbox"/> Special Terms and Conditions | <input checked="" type="checkbox"/> Exhibit D: Senior Vulnerability Criteria and Disqualifying Crimes List |
| <input type="checkbox"/> Exhibit A: Budget and Staffing Forms (NA) | <input checked="" type="checkbox"/> Exhibit E: Contractor Outreach Plan Template |

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

Skamania County Senior Services

Area Agency on Aging & Disabilities of Southwest Washington

Signature: _____

Name: Richard Mahar

Title: Chair Date: 3/8/22

Signature: _____

Name: Mike Reardon

Title: Executive Director Date: _____

SB 5736 Home Delivered Meals Expansion Program

STATEMENT OF WORK

Skamania County Senior Services (Contractor)

1. SERVICE DESCRIPTION

Washington State Senate Bill 5736 Home Delivered Meals Expansion Program is designed to increase the number of new persons receiving home delivered nutrition.

A. Home Delivered Nutrition Services (HDNS) provides nutritious meals delivered to residences, and may include other nutrition services to vulnerable, older persons who are normally unable to leave their own homes without assistance. Services are intended to maintain or improve the nutritional status of these individuals, support their independence, prevent premature institutionalization, and allow earlier discharge from hospitals, nursing homes, or other residential care facilities.

B. Eligibility and Target Population

Contractor shall determine Client (also called "participants") eligibility using the standards outlined below.

To be eligible for HDNS, individuals must be aged 60 or older **AND** are:

1. Homebound (defined as normally unable to leave home unassisted, and for whom leaving home takes considerable and taxing effort. A person may leave home for medical treatment or other short infrequent absences for non-medical reasons, such as a trip to a hair stylist or to attend religious services).

AND

2. Unable to prepare meals for themselves because of:
 - a. A disabling condition such as limited physical mobility, cognitive or psychological impairment, sight impairment; or
 - b. Lack of knowledge or skills to select and prepare nourishing and well balanced meals; or

- c. Lack of means to obtain or prepare nourishing meals; or
- d. Lack the incentive to prepare and eat a meal alone.

AND

- 3. Meet the vulnerability criteria outlined below:
 - a. A person is considered vulnerable if s/he is unable to perform one or more of the activities of daily living (ADL's) or instrumental activities of daily living (IADL's) listed below without assistance due to physical, cognitive, emotional, psychological or social impairment.
 - Activities of daily living include eating, dressing, bathing, toileting, transferring in and out of bed/chair, and/or walking.
 - Instrumental activities of daily living include preparing meals, shopping, medication management, managing money, using the telephone, doing housework, and/or transportation.
 - b. Vulnerable individuals may have behavioral or mental health problems that could result in premature institutionalization, or is unable to perform the activities of daily living listed above, or is unable to provide for his/her own health and safety, primarily due to cognitive, behavioral, psychological/emotional conditions which inhibit decision-making and threaten the person's ability to remain independent.
 - c. Vulnerable individuals lack an informal support system. This includes no family, friends, neighbors or others who are both willing and able to perform the service(s) needed, or their informal support system needs to be temporarily or permanently supplemented.
- 4. Other individuals eligible for Home Delivered Nutrition Services, if resources are available, include:
 - a. The spouse of a Client receiving home-delivered meals funded through this contract (regardless of the spouse's age);
 - b. Individuals with disabilities who are not older individuals but who reside in the same home with other individuals eligible for the service; and/or
 - c. Individuals providing volunteer services in the home-delivered meals program (regardless of the volunteer's age).

2. CONTRACTOR SERVICE OBLIGATIONS

A. Requirements of Home Delivered Nutrition Services Contractor

1. In all stages of food service, Contractor shall comply with federal, state, and local fire, health, sanitation, safety and building codes, regulations, licensure requirements, and other provisions relating to the public health, safety and welfare applicable to each Congregate Nutrition site, food preparation site, and food service vendor/caterer used in the nutrition program.
2. Specifically regarding food, food service, and the food worker, Contractor shall comply with Washington Administrative Code (WAC) 246-215, Food Service; WAC 246-217, Food Worker Cards; RCW 69.06 Food and Beverage Establishment Workers' Permits; program guidelines (Senior Nutrition Program Standards 2016); and AAADSW Program Instructions.
3. All Contractor staff, both paid and volunteer, must receive orientation before providing nutrition program services and must receive regular in-services training.
4. If referrals exceed resources, Contractor must notify AAADSW immediately. Any program changes needed as a result of referrals exceeding resources must have prior approval from AAADSW.
5. Contractor must develop specific, verifiable, and achievable program objectives addressing the number and frequency of meals to be served by Contractor, the level of nutrition education provided, and nutrition outreach approaches to be implemented.
6. Contractor must develop procedures to be followed in the event of weather related or other emergencies, disasters, or situations which may interrupt home deliveries. Procedures shall include maintaining lists of Clients with particular attention to those individuals who are at most risk.
7. Contractor ensures that each meal provides at least one-third (1/3) of the current Recommended Dietary Allowances (RDA), as established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences. Contractor is strongly encouraged to use computerized nutrient analysis to assure meals are in compliance with nutritional requirements. If nutrient analysis software is not used, Contractor must follow the menu pattern in the Senior Nutrition Program Standards 2016.
8. Contractor must provide special menus, where feasible and appropriate, to meet the particular dietary needs arising from the health requirements, religious requirements, or ethnic backgrounds of eligible persons. Examples include diabetic and low-salt diets, or serving rice at a meal site mostly attended by elderly Asian clients.

9. Dietician services: Contractor shall cooperate and coordinate activities with a Registered Dietician (RD) who provides technical assistance on menu planning, food health and safety, and program activities. Contractor shall:
 - a. Consult with the RD on monthly menu planning, RDA standards, and recipe standardization;
 - b. Allow the RD access to all program related facilities and staff so that the dietician may assess Contractor's performance; and
 - c. Work with the RD to resolve any issues noted during the dietician's site visit, and will participate in other dietician-directed activities.
10. New Client Outreach: Contractor will conduct nutrition outreach as necessary to reach their **new clients** target number. Nutrition outreach shall be designed to seek out and identify, hard- to-reach, isolated, and vulnerable persons who are or may be eligible for Home Delivered Nutrition Services.
11. Information and Referral to Basic Food Program: Contractor will provide information for the Senior Nutrition Program Clients to take advantage of benefits available to them under the Basic Food Program. Contractor shall coordinate its activities with local agencies that conduct outreach for the Basic Food Program to facilitate participation of eligible older persons in the program.
12. Subject to Client consent, any Client who appears to meet the vulnerability criteria of this Contract shall be referred to Senior Information and Assistance for screening to determine the need for case management services.
13. All Contractor employees and volunteers are mandatory reporters of abuse and neglect of vulnerable adults and children in accordance with state law. Contractor shall report any conditions or circumstances which place a person or the household in imminent danger as outlined in this Contract's General Terms and Conditions

B. Services to be Provided

1. Contractor shall provide the equivalent of one Home Delivered Meal per day, for five or more days a week to authorized Clients residing in their own homes.
2. Meals may include hot, cold, frozen, dried, canned or supplemental foods with a satisfactory storage life.
3. Upon request, Contractor shall provide in writing the method used to determine which Clients, if any, received frozen meals, dried, canned or supplemental foods.

4. Contractor may elect to provide additional services such as serving two (2) or more meals a day, serving meals seven (7) days a week, and providing meals on holidays.
5. Contractor shall provide each Home Delivered Meal Client the opportunity to make a voluntary and confidential monetary contribution to the cost of the meal. Such contributions shall be recorded as Program Income as outlined in this Contract's General and Special Terms and Conditions.
6. Contractor shall also obtain the following documentation for the Client's file:
 - Verification that a grievance procedure was provided to the participant; and
 - Verification of Client consent to release information for any non-program contacts.

C. Home Delivered Nutrition Services Client/Participant Assessments

1. Contractor shall assess individuals aged 60 and over requesting home-delivered meals according to the eligibility criteria in this Statement of Work (see "Eligibility and Target Population" Section 1.B above).
2. There shall be an initial in-home assessment and subsequent in-home reassessments of each participant annually. The initial assessment shall be completed within three (3) weeks of the participant's first meal. Subsequent reassessments shall be completed annually, or sooner if the initial assessment indicates that the participant will need home-delivered meals on a temporary rather than permanent basis. An example would be a participant who is recovering from surgery or illness and is expected to recover the ability to provide for himself/herself nutritionally.

Applicants for Home Delivered Nutrition Services who refuse to allow an in-home assessment to determine eligibility for home delivered nutrition services may be denied service. This does not relieve Contractor of the responsibility to make reasonable attempts to get the information and to explain the reason for the assessment to potential Clients who have applied for these nutrition services.

3. Contractor shall establish specific written procedures describing how the assessments will be conducted. An assessment must not only focus on a participant's deficits, but also on his or her strengths and informal supports so that those with the greatest need receive this service when resources are limited. The assessment of strengths and informal supports may furnish ideas for alternate means of providing nutrition services or assistance.
4. Contractor shall ensure each HDNS Client completes the Nutrition Screening Initiative Checklist "*Determining Your Nutritional Health*" as part of the initial in-home Assessment and report monthly to AAADSW the number of Clients

determined to be at high nutritional risk (i.e., those that have a risk score of 6).

D. Reporting Requirements

Contractor shall enter all required reporting elements in CLC GetCare System.

1. Client Intake:

The following Client information shall be collected by Contractor before any meals are delivered to that Client.

- First and last name
- Street and mailing address with zip code (if different)
- Home telephone number including area code
- Gender
- Birth Date
- Urban/rural
- Race and Ethnicity
- Primary language spoken
- Household status (lives alone)
- Poverty status
- Name and phone number of emergency contact
- Special diet requirements, restrictions, or nutritional problems and concerns expressed by the participant
- Yes or No - did participant score as At Nutritional Risk on *Determining Your Nutritional Health* form
- Count of Client's ADLs
- Count of Client's IADLs

2. Enroll Clients using the following filters:

Scope of Work	Home Delivered Meals
Program	SB5736/LOC
Service Detail	1 NSIP Meal

3. Monthly Service Numbers:

- Number of meals provided to each registered Client.

4. Disenroll clients no longer receiving meals.

5. Annual Data Review: Contractor shall assist AAADSW to review and correct Contractor's data as required for any federal and state reporting.

End



SB 5736 Home Delivered Meals Expansion Program

SPECIAL TERMS AND CONDITIONS

Skamania County Senior Services (Contractor)

1. Purpose

The purpose of Washington State Senate Bill 5736 (SB 5736) Home Delivered Meals Expansion Program is to provide home delivered meals to eligible persons age 60+ whom have never received this service.

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

2. Period of Performance

The Period of Performance is July 1, 2021 through June 30, 2022 provided neither party elects to amend the implementation timeframe, or terminate this Contract as outlined in Section M. of this Contract's General Terms and Conditions.

3. Service Area

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

4. Outreach Plan

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

Contractor shall notify AAADSW upon accomplishing all Outreach Plan goals.

5. Consistent Level of Service

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

6. Funding Sources

Funding sources for this program is Washington State General Funds via Senate Bill 5736.

7. Basis for Reimbursement

This is a Unit Rate Contract with a total limit. Contractor may bill a one-time rate of \$1029.00 for each new client up to 2 new clients. A new client is defined as an eligible person whom has never before received home delivered nutrition services.

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

Contractor specifically agrees that it will:

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

the Civil rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and the Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G, and 28 CFR Part 35 and Part 39.

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

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

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

8. Cost Allocation Plan

Contractor shall submit a Cost Allocation Plan to AAADSW for approval. The Plan must meet the requirements of 2 CFR Part 200 as applicable.

All budgets must be in agreement with the Plan. In the event of changes in allocation method or amounts, a revised Plan must be submitted to AAADSW for approval. Following approval, Contractor shall also submit the appropriate budget revisions to AAADSW.

9. Allowable Costs

Allowable costs are those costs that are necessary and reasonable for proper and efficient performance of this Contract, including new client outreach and provision of home-delivered meals to eligible individuals new to this service.

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

10. Maintenance and Protection of DSHS or AAADSW Property

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

provided by DSHS/AAADSW.

11. Compliance with Davis-Bacon and Related Acts for Any Construction

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

If construction work is approved by AAADSW, all laborers and mechanics employed by Contractor to work on construction projects in excess of \$2,000 financed by federal funds (in whole or in part) must be paid wages not less than those established for the locality of the project (prevailing wage rates) by the U.S. Department of Labor under the Davis-Bacon and Related Acts. Additional information on Contractor's requirements for construction work will be provided to Contractor at the time of AAADSW's approval.

12. Consideration

The maximum allocations payable to Contractor for satisfactory delivery of SB 5736 HDM Expansion Program, including any and all expenses, are as follows:

Description	Allocation	Total	Funding Source
Outreach Plan Approved by AAADSW	\$750	\$3,558	SB 5736
Outreach Plan Accomplished	\$750		
2 New Clients	\$2,058 (\$1,029.00 per new client)		

13. Matching Fund Requirements

There is no requirement for Contractor to provide match.

14. Use of Program Income and Unearned Income

The funds provided in this Contract shall be used to expand services to new clients only and not supplant federal and other state funding of these services.

Contractor shall ensure that Clients have the opportunity to make voluntary,

confidential contributions for services as outlined in this Contract's General Terms and Conditions.

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

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

If Contractor elects to investigate a report or suspicion of theft, fraud or misuse of government funds, Contractor shall submit to AAADSW a description of the situation immediately upon Contractor's decision to investigate.

15. Billing and Payment

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

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

AAADSW's mailing address for invoices is:

Area Agency on Aging & Disabilities of Southwest Washington
Attn: Matt Gustofson
201 NE 73rd Street
Vancouver, WA 98665-8343
GustoM@dshs.wa.gov

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

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

End

COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS

1. Contract Number _____ (if applicable)

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

3. Contractor Information: Contractor: CITY OF STEVENSON
Contact Person: LEANA
Title: CITY MANAGER
Address: PO BOX 371

Address: STEVENSON, WA 98648
Phone: 509-427-5791

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

5. Term of Contract: From: 1/1/22 To: 12/31/22

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.
Intercal Agreement

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

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

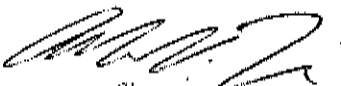
7. Amount Budgeted in Current Year: \$ 0
 Amount Not Budgeted in Current Year: \$ _____ Source: _____
 Total Non-County Funds Committed: \$ _____ Source: _____
 Total County Funds Committed: \$ _____
 TOTAL FUNDS COMMITTED: \$ 0

8. County Contact Person: Name: Adam Kiek
 Title: Prosecutor
 9. Department Approval: [Signature]
 Department Head or Elected Official Signature

10. Special Comments:

COMMISSIONER'S AGENDA ITEM COMMENTARY

SUBMITTED BY PROSECUTOR'S OFFICE
Department


Signature

AGENDA DATE
SUBJECT

ACTION REQUESTED

APPROVE RENEWAL OF INTERLOCAL AGREEMENT FOR LEGAL SERVICES FROM

SUMMARY/BACKGROUND

FISCAL IMPACT *Revenue to County*

RECOMMENDATION APPROVE RENEWAL OF INTERLOCAL AGREEMENT

LIST ATTACHMENTS INTERLOCAL AGREEMENT FOR LEGAL SERVICES

**INTERLOCAL AGREEMENT FOR LEGAL SERVICES
(PROSECUTING ATTORNEY)**

THIS AGREEMENT, entered into this 17th day of February, 2022 is by and between the **CITY OF STEVENSON**, a Municipal Corporation located in the County of Skamania, State of Washington, (hereinafter referred to as "City"), and **SKAMANIA COUNTY**, a legal subdivision of the State of Washington, by and through its Prosecuting Attorney (hereinafter referred to as "Attorney").

The parties recite and declare that:

1. This Agreement is entered into pursuant to the laws of the State of Washington, including the Interlocal Cooperation Act, Title 34, Chapter 39 of the Revised Code of Washington, and each of the parties hereto represents that it has authority to execute the same.

2. The City is in need of an attorney to perform and render legal assistance to the City.

3. The Attorney or its Deputies are persons who, through education and experience, possess the requisite skills to provide competent legal services for the City.

4. The Attorney intends to assign its district court deputy prosecutor to serve as its primary City Prosecutor, but each of the three attorneys employed by the Skamania County Prosecutors Office may appear as needed or dictated by office need. In the event the Prosecuting Attorney's office is unable to adequately perform this contract, the City shall have the right to contract directly with a private attorney and to simultaneously terminate this agreement without penalty.

5. The City is, therefore, desirous of engaging the services of the Attorney for prosecution services for crimes over which the City of Stevenson has jurisdiction.

For the reasons set forth above and in consideration of the mutual covenants and promises of the parties hereto, the Attorney and City agree as follows:

Section One
Purpose of Employment

City hereby employs Attorney and counselor at law to perform and render legal services to the City as its Prosecuting Attorney.

Section Two
Acceptance and Duration of Employment

The City does hereby employ and retain the Attorney as its attorney for and during a period commencing on the 1st day of January, 2022, and ending on the 31st day of December, 2022, for the performance of legal services herein set forth.

Section Three
Place of Work

It is understood that the Attorney's service will be rendered largely at his offices in the County Courthouse in Stevenson, Washington, but that the Attorney will, on request, come to the Municipal Offices of the City at 7121 NW Loop Rd., Stevenson, Washington, or such other places as designated by the City, to meet with representatives of the City.

Section Four
Nature of Duties

1. As Prosecuting Attorney for the City, Attorney shall perform all criminal prosecution legal services required by law on behalf of the City whenever, and to the extent required by the City, shall represent the City in any and all municipal court actions, suits or proceedings in all courts of the State of Washington or competent jurisdiction originating in city municipal court; shall prepare and all pleadings and documents necessary and proper in connection with the prosecution of misdemeanants and gross misdemeanants committing violations within the City limits; and, in general, to render all such prosecution related legal services of every kind and nature as the City shall reasonably require or deem proper in its business.

2. The Attorney acknowledges that the City schedules Municipal Court hearings in Skamania County District Court, and also requires the services of the Prosecuting Attorney on dates scheduled for prosecution of jury trials at Skamania County Superior Court.

3. Acting as the City Prosecutor, including, without limitation, representing the City in Municipal Court, Superior Court, or any higher Court on criminal charges and/or infractions occurring in the City of Stevenson not otherwise prosecuted by Skamania County.

4. Preparation of Intent to File Theft Charges letters for City of Stevenson.

5. Filings, docketing, discovery requests, preparation of subpoenas as required to perform duties specified in Section Four paragraph 1.

Section Five
Compensation

The City agrees to pay the Attorney at the rate of One Thousand Three Hundred Thirty-Three and 33/100 Dollars (\$1,333.33) Dollars per month, payable monthly as a lump-sum retainer, for the above services performed by the Attorney on the City's behalf:

Section Six
Nature of Employment

The Attorney and Skamania County shall serve as an independent contractor of the City of Stevenson, and shall not be employed by the City. Nothing precludes the Attorney or the County from entering into similar agreements, provided they do not directly conflict with Attorney's ability to carry out the terms of this agreement.

Section Seven
Termination

Either party may terminate this agreement at any time on thirty (30) days' written notice to the other party.

Section Eight
Modification

No modification or waiver of this agreement or of any covenant, condition, or provision herein contained shall be valid unless in writing and duly executed by the party to be charged therewith.

Section Nine
Indemnification

The City shall indemnify, defend and hold Attorney harmless against all claims, actions, and liability Attorney may hereafter incur with third parties while acting in the capacity of City Prosecutor and while acting within the scope of his representation of City. Attorney shall at all time maintain errors and omissions insurance sufficient to protect the City against third party claims resulting from Attorney representation of the City under this contract. Continued membership in the Washington Counties Risk Pool will satisfy this requirement.

Section Ten
Notice

Notice required under this agreement shall be deemed sufficient if made in writing and sent by certified mail to either party at the following addresses, or such other address as may hereafter be specified by either party in writing:

City of Stevenson

City Hall
P.O. Box 371
Stevenson, WA 98648

SKAMANIA COUNTY

c/o Prosecuting Attorney, Adam Kick

P.O. Box 790
Stevenson, WA 98648

Section Eleven
Interlocal Agreement

This is an interlocal agreement pursuant to RCW Ch 39.34 and the parties make the following representations:

- a. Duration. The duration shall be as set forth in Section 2 above, or as otherwise agreed to by the parties pursuant to this Agreement.
- b. Organization. No new entity will be created to administer this agreement.
- c. Purpose. The purpose is to enable the City to utilize County prosecution services.
- d. Manner of Financing. The parties intend to finance this agreement in cash as part of their general funds budgets.
- e. Termination of Agreement. The parties shall have the right to terminate this agreement as provided in Section Seven, above.
- f. Other. All terms are covered by this Agreement. No additional terms are contemplated.
- g. Selection of Administrator. The Stevenson City Administrator shall be the Administrator for this Interlocal Agreement.

Section Twelve
Complete Agreement

This written agreement embodies the whole agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by either the City or the Attorney other than contained herein.

[Signatures appear on next page]

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and the year first written above.

CITY OF STEVENSON, a Washington
Municipal Corporation

SKAMANIA COUNTY, a Legal Subdivision of
the State of Washington

By: 


Scott Anderson, Mayor

Board of Commissioners
By: _____
Chairman

By: _____
Commissioner

By: _____
Commissioner

ATTEST:

By: 

Leana Kinley, City Clerk

By: _____
Debbie Slack,
Clerk of the Board

APPROVED AS TO FORM:



Kenneth B. Woodrich, PC
City Attorney



Adam Kick, Prosecuting Attorney

COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS

1. Contract Number _____

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

3. Contractor Information: Contractor: TDJ CPA Incorporated
Contact Person: Teresa D Johnson
Title: CPA
Address: 6012 NW 169th Street
Address: Ridgefield, WA 98642
Phone: 360-904-0972

4. Brief description of purpose of the contract and County's contracted duties: *Contract with Teresa to compile our annual report for the SAO and assist with our annual indirect cost allocation plan.*

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

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

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

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

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

7. Budget Committed in Current Year: \$ 23,000
Amount Not Budgeted in Current Year: \$ 2,080 Source: _____
Total Non-County Funds Committed: \$ Source: _____
Total County Funds Committed: \$ 23,000


TOTAL FUNDS COMMITTED: \$ 23,000

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

9. Department Approval: _____
Robert Waymire, Skamania County Auditor

10. Special Comments: *Teresa bills us at \$209.00 per hour plus travel expenses and expects, no more than, 120 hours to complete the work. The contract will not exceed \$25,080.00 without approval of an amendment.*

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	Robert Waymire, Auditor	
<u>AGENDA DATE</u>	Department	Signature
	<u>03/02/2022</u>	
<u>SUBJECT</u>	<u>TDJ CPA Incorporated contract – Letter of Engagement</u>	
<u>ACTION REQUESTED</u>	<u>Approval of Letter of Engagement</u>	

SUMMARY/BACKGROUND

Skamania County Auditor's office and Treasurer's office contracts with TDJ, Teresa Johnson, for CPA services. TDJ provides accounting services that include, but are not limited to, the compilation of our cash basis Financial Statements. In addition, they assist with the annual state audit.

FISCAL IMPACT

The bulk of the compensation for this service has been budgeted in the Auditor's 2022 budget. I was unaware of an increase in rate so I budgeted \$2,080 short which we are able to make up the additional cost with our additional Elections revenue, which is already \$9,359 higher than I budgeted for this year.

RECOMMENDATION

I recommend that the BOCC approve the attached agreement.

LIST ATTACHMENTS

Contract Facesheet
Letter of Engagement



Teresa D. Johnson CPA, Inc.

March 2, 2022

Robert Waymire
Skamania County
PO Box 790
Stevenson, WA 98648

Dear Robert:

Teresa D Johnson CPA, Inc (“firm,” “we,” “us,” or “our”) is pleased to provide Skamania County (“you” or “your”) with the professional services described below. This letter, and the attached *Terms and Conditions Addendum* and any other attachments incorporated herein (collectively, “Agreement”), confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide. The engagement between you and our firm will be governed by the terms of this Agreement.

Engagement Objective and Scope

The objective of our engagement is to prepare from information you provide, the annual financial statements of Skamania County as of December 31, 2021, which are comprised of cash basis schedules required by the Washington State Auditor’s office and the related notes to the financial statements.

We will utilize information provided to us as the representations of management. We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion or provide any assurance on the financial statements that there are no material modifications that should be made to the financial statements in order for the statements to be in conformity with Washington Auditor’s Office Cash Basis of Accounting BARS Manual.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws or regulations. In addition, we are not responsible for identifying or communicating deficiencies in your internal controls.

Engagement Deliverable

The deliverable of this engagement will be the prepared financial statements outlined in the *Engagement Objective and Scope* section of this Agreement.

The prepared financial statements will not be accompanied by a report.

Each page of the financial statements will include a legend with the following items:

- A statement indicating that no assurance is provided on the financial statements;
- If applicable, a statement on whether the financial statements contain any known departures from cash basis schedules, including inadequate disclosure; and
- If applicable, a statement on whether the financial statements omit substantially all required disclosures.

CPA Firm Responsibilities

We will conduct our engagement in accordance with the Statements on Standards for Accounting and Review Services (“SSARS”) issued by the American Institute of Certified Public Accountants including the ethical principles of integrity, objectivity, professional competence, and due care.

Financial statement preparation differs significantly from an engagement to compile financial statements, or a review or audit of financial statements. Compilation procedures require the accountant to consider whether the financial statements appear to be appropriate in form and free from obvious material misstatements. A financial statement preparation does not include such procedures. In addition, a financial statement preparation also does not contemplate performing inquiry, analytical procedures, or other procedures ordinarily performed in a review. Finally, a financial statement preparation does not contemplate obtaining an understanding of the entity’s internal controls, assessing fraud risk, testing accounting records by obtaining sufficient appropriate audit evidence through inspection, observation, confirmation, or the examination of source documents (for example, cancelled checks or bank images), or other procedures ordinarily performed in an audit.

If we become aware of records, documents, explanations, or other information, including significant judgments, used in preparation of the financial statement that are incomplete, inaccurate, or otherwise unsatisfactory, we will bring this information to the attention of management and request additional or corrected information.

Our responsibility under this engagement is limited to the period covered by our services and does not extend to matters that may arise during any later periods for which we are not engaged.

Client Responsibilities

The engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare financial statements in accordance with the Washington State Auditor’s Office Cash Basis of Accounting BARS Manual.

Your management is responsible for:

PHONE
360.904.0972

EMAIL
TERESA@TDJCPA.COM

- The selection of cash basis schedules as the financial reporting framework to be applied in the preparation of the financial statements;
- designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of the financial statements that are free from misstatement whether due to fraud or error;
- preventing and detecting fraud;
- identifying and ensuring that you comply with the laws and regulations applicable to your activities;
- making all personnel, records, communication, and other information of which you are aware is relevant to the preparation and fair presentation of the financial statements, or that we determine is necessary and request from you available to us on a timely and unrestricted basis;
- safeguarding your records and documentation;
- ensuring that your records, documentation, explanations and other information, including significant judgements, you provide to us are complete and accurate; and
- informing us about all known, alleged, or suspected thefts or fraud that involve your management, employees, former employees, or others where the thefts or fraud could have an effect on the financial statements.

You are also responsible for all management decisions and responsibilities, and designating an individual who possesses suitable skill, knowledge, or experience, preferably within senior management, to oversee our preparation of your financial statements. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for the results of such services.

You also acknowledge that independence is not required in order to provide financial statement preparation services in accordance with the SSARS. The performance of the preparation services may impair our independence unless safeguards are met. We are available to discuss these safeguards with you if you anticipate the need for services that require independence, such as an audit or review of financial statements.

Timing of Engagement

We expect to begin services, as described in the *Engagement Objective and Scope*, approximately March 1, 2022 and plan to provide the prepared financial statements to you on approximately May 15, 2022. The timing of our work is dependent on the timely receipt of the information we request from you. Our services will conclude upon the earliest of one (1) of the following events:

- delivery of the prepared financial statements to you;
- as of the date of our closure letter; or
- written notification by either party that the engagement is terminated.

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360.904.0972

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Professional Fee

We estimate that our fee for the services outlined above will not exceed \$25,080. This will be billed monthly at the standard billing rate of \$209 per hour. This fee is based upon the complexity of the work to be performed and our professional time, as well as out-of-pocket expenses. Additionally, this fee is dependent on the timely delivery, availability, quality, and completeness of the information you provide to us. You agree that you will deliver all records requested and respond to all inquiries made by our staff to complete this engagement on a timely basis. If this estimate will be exceeded, we will obtain pre-approval prior to performing additional services.

Termination and Other Terms

We reserve the right to withdraw from the engagement without completing services for any reason, including, but not limited to, non-payment of fees, your failure to comply with the terms of this Agreement, or as we determine professional standards require. If our work is suspended or terminated, you agree that we will not be responsible for your failure to meet governmental and other deadlines, or for any liability, including but not limited to, penalties or interest that may be assessed against you resulting from your failure to meet such deadlines. Further, either party may terminate with a 30-day written notice.

If this Agreement is terminated before services are completed, you agree to compensate us for the services performed and expenses incurred through the effective date of termination.

You may request that we perform additional services not contemplated by this engagement letter. If this occurs, we will communicate with you regarding the scope and estimated cost of these additional services. Engagements for additional services may necessitate that we amend this letter or issue a separate engagement letter to reflect the obligations of both parties. In the absence of any other written communications from us documenting additional services, our services will be limited to and governed by the terms of this engagement letter.

Electronic Signatures and Counterparts

Each party hereto agrees that any electronic signature is intended to authenticate a written signature, shall be valid, and shall have the same force and effect as a manual signature. For purposes hereof, "electronic signature" includes, but is not limited to, a scanned copy of a manual signature, an electronic copy of a manual signature affixed to a document, a signature incorporated into a document utilizing touchscreen capabilities, or a digital signature. This agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement.

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360.904.0972

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TERESA@TDJCPA.COM

Entire Agreement

This engagement letter, including any attachments, encompasses the entire agreement of the parties and supersedes all previous understandings and agreements between the parties, whether oral or written, with the exception of the current engagement letter dated August 23, 2021. Any modification to the terms of this engagement letter must be made in writing and signed by both parties. This Agreement has been entered into solely between Skamania County and Teresa D Johnson CPA, Inc and no third-party beneficiaries are created hereby.

We appreciate the opportunity to be of service to Skamania County. Please date and execute the enclosed copy of this Agreement and return it to us to acknowledge your acceptance. We will not initiate services until we receive the executed Agreement.

Very truly yours,



Teresa D. Johnson

Approved:



Robert Waymire, County Auditor

Date: 3/2/22

PHONE
360.904.0972

EMAIL
TERESA@TDJCPA.COM

Terms and Conditions Addendum for Teresa D Johnson CPA, Inc

Overview

This addendum to the engagement letter describes our standard terms and conditions (“Terms and Conditions”) related to our provision of services to you. This addendum, and the accompanying engagement letter, comprise your agreement with us (“Agreement”). If there is any inconsistency between the engagement letter and this *Terms and Conditions Addendum*, the engagement letter will prevail to the extent of the inconsistency.

For the purposes of this *Terms and Conditions Addendum*, any reference to “firm,” “we,” “us,” or “our” is a reference to Teresa D Johnson CPA, Inc, and any reference to “you,” or “your” is a reference to the party or parties that have engaged us to provide services. References to “Agreement” mean the engagement letter or other written document describing the scope of services, any other attachments incorporated therein, and this *Terms and Conditions Addendum*.

Electronic Data Communication and Storage

In the interest of facilitating our services to you, we may send data over the Internet, temporarily store electronic data via computer software applications hosted remotely on the Internet, or utilize cloud-based storage. Your confidential electronic data may be transmitted or stored using these methods. In using these data communication and storage methods, our firm employs measures designed to maintain data security. We use reasonable efforts to keep such communications and electronic data secure in accordance with our obligations under applicable laws, regulations, and professional standards.

You recognize and accept that we have no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by us. You consent to our use of these electronic devices and applications during this engagement.

Newsletters and Similar Communications

We may send newsletters, emails, explanations of technical developments or similar communications to you. These communications are of a general nature and should not be construed as professional advice. We may not send all such communications to you. These communications do not constitute a client relationship with you, nor do they constitute advice or an undertaking on our part to monitor issues for you.

PHONE

360.904.0972

EMAIL

TERESA@TDJCPA.COM

Independent Contractor

When providing services to your company, we will be functioning as an independent contractor and in no event will we or any of our employees be an officer of you, nor will our relationship be that of joint venturers, partners, employer and employee, principal and agent, or any similar relationship giving rise to a fiduciary duty to you.

Our obligations under this agreement are solely obligations of Teresa D Johnson CPA, Inc, and no partner, principal, employee or agent of Teresa D Johnson CPA, Inc shall be subjected to any personal liability whatsoever to you or any person or entity.

Disclaimer of Legal and Investment Advice

Our services under this Agreement do not constitute legal or investment advice unless specifically engaged to provide investment advice in the *Engagement Objective and Scope* section of this Agreement. We recommend that you retain legal counsel and investment advisors to provide such advice.

Brokerage or Investment Advisory Statements

If you provide our firm with copies of brokerage (or investment advisory) statements and/or read-only access to your accounts, we will use the information solely for the purpose described in the *Engagement Objective and Scope* section of the engagement letter. We will rely on the accuracy of the information provided in the statements and will not undertake any action to verify this information. We will not monitor transactions, investment activity, provide investment advice, or supervise the actions of the entity or individuals entering into transactions or investment activities on your behalf. We recommend that you receive and carefully review all statements upon receipt and direct any questions regarding account activity to your banker, broker or investment advisor.

Limitations on Oral and Email Communications

We may discuss with you our views regarding the treatment of certain items or decisions you may encounter. We may also provide you with information in an email. Any advice or information delivered orally or in an email (rather than through a memorandum delivered as an email attachment) will be based upon limited research and a limited discussion and analysis of the underlying facts. Additional research or a more complete review of the facts may affect our analysis and conclusions.

Due to these limitations and the related risks, it may or may not be appropriate to proceed with a decision solely on the basis of any oral or email communication from us. You accept all responsibility, except to the extent caused by our gross negligence or willful misconduct, for any liability, including but not limited to additional tax, penalties or interest resulting from your decision (i) not to have us perform the research and analysis necessary to reach a more definitive conclusion and (ii) to instead rely on an oral or email communication. The limitation in this paragraph will not apply to an item of written advice that is a deliverable of a separate engagement.

PHONE

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TERESA@TDJCPA.COM

If you wish to engage us to provide formal advice on a matter on which we have communicated orally or by email, we will confirm this service in a separate engagement letter.

Management Responsibilities

While Teresa D Johnson CPA, Inc can provide assistance and recommendations, you are responsible for management decisions and functions, and for designating an individual with suitable skill, knowledge or experience to oversee any services that Teresa D Johnson CPA, Inc provides. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services. You are ultimately responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

Conflicts of Interest

If we, in our sole discretion, believe a conflict has arisen affecting our ability to deliver services to you in accordance with either the ethical standards of our firm or the ethical standards of our profession, we may be required to suspend or terminate our services without issuing our work product.

Mediation

If a dispute arises out of or relates to the Agreement, including the scope of services contained herein, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try to settle the dispute by mediation administered by the American Arbitration Association (“AAA”) under the *AAA Accounting and Related Services Arbitration Rules and Mediation Procedures* before resorting to arbitration, litigation, or some other dispute resolution procedure. The mediator will be selected by mutual agreement of the parties. If the parties cannot agree on a mediator, a mediator shall be designated by the AAA.

The mediation will be treated as a settlement discussion and, therefore, all discussions during the mediation will be confidential. The mediator may not testify for either party in any later proceeding related to the dispute. No recording or transcript shall be made of the mediation proceedings. The costs of any mediation proceedings shall be shared equally by all parties. Any costs of legal representation shall be borne by the hiring party.

Indemnification

You agree to indemnify, defend, and hold harmless Teresa D Johnson CPA, Inc and any of its partners, principals, shareholders, officers, directors, members, employees, agents or assigns with respect to any and all claims made by third parties arising from this engagement, regardless of the nature of the claim, and including the negligence of any party, excepting claims arising from the gross negligence or intentional acts of the Teresa D Johnson CPA, Inc.

PHONE

360.904.0972

EMAIL

TERESA@TDJCPA.COM

Insurance

Teresa D Johnson, CPA Inc shall, during the term of the engagement and for 3 years after termination of same by either you or us, maintain in full force and effect, accountants professional liability insurance coverage from an insurance carrier or carriers licensed to conduct business in the state of Washington. As of the policy effective date, such insurance carrier(s) shall be rated A- (Excellent), by A.M. Best with a Financial Size Category of Class VII or greater. Premiums for said insurance policy shall be paid by Teresa D Johnson CPA, Inc.

Upon your written request, Teresa D Johnson CPA, Inc shall furnish certificates of insurance for the required insurance coverage. Such certificate of insurance shall indicate the minimum limits of liability per claim and in the aggregate as required by you.

Proprietary Information

You acknowledge that proprietary information, documents, materials, management techniques and other intellectual property are a material source of the services we perform and were developed prior to our association with you. Any new forms, software, documents or intellectual property we develop during this engagement for your use shall belong to us, and you shall have the limited right to use them solely within your business. All reports, templates, manuals, forms, checklists, questionnaires, letters, agreements and other documents which we make available to you are confidential and proprietary to us. Neither you, nor any of your agents, will copy, electronically store, reproduce or make available to anyone other than your personnel, any such documents. This provision will apply to all materials whether in digital, "hard copy" format or other medium.

Force Majeure

Neither party shall be held liable for any delays resulting from circumstances or causes beyond our reasonable control, including, without limitation, fire or other casualty, act of God, strike or labor dispute, war or other violence, epidemics or pandemics as defined by The Centers for Disease Control and Prevention, or any law, order or requirement of any governmental agency or authority. However, no Force Majeure event shall excuse the client of any obligation to pay any outstanding invoice or fee or from any indemnification obligation under this Agreement.

Assignment

All parties acknowledge and agree that the terms and conditions of this Agreement shall be binding upon and inure to the parties' successors and assigns, subject to applicable laws and regulations.

Severability

If any portion of this Agreement is deemed invalid or unenforceable, said finding shall not operate to invalidate the remainder of the terms set forth in this Agreement.

PHONE

360.904.0972

EMAIL

TERESA@TDJCPA.COM

Potential Impact of COVID-19 on Services

We and you acknowledge that governmental authorities may restrict travel and/or the movement of citizens due to the COVID-19 pandemic. In addition, we and you may restrict personnel from travel and onsite work, whether at a client facility or our facility. Accordingly, to the extent that the services described in the Agreement requires or relies on personnel to travel and/or perform work onsite, we and you acknowledge and agree that the performance of such work may be delayed, significantly or indefinitely, or may require modification. We and you agree to provide the other with prompt written notice in the event any of the services described herein must be rescheduled, suspended, or modified. We and you also both acknowledge and agree that any delays or modifications may increase the cost of the services. We will obtain your prior written approval for any increase in the cost of our services that may result from the impact of COVID-19 on our services.

PHONE

360.904.0972

EMAIL

TERESA@TDJCPA.COM

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 _____

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	<u>Auditor</u>	
	Department	Signature
<u>AGENDA DATE</u>	03/08/2022	
<u>SUBJECT</u>	Professional Services Contract	
<u>ACTION REQUESTED</u>	Approval of Contract	

SUMMARY/BACKGROUND

The Elections Department publishes an annual voter's pamphlet for the Primary and General Elections. This is an annual contract required by the vendor, who will professionally complete the design/layout for the voters' pamphlet for each election in 2022.

NOTE – While contract lists annual fees of “up to \$8,000” for the year the actual costs historically have been much lower. In 2021, we paid a total of \$1381, which is historically accurate and hence the reason we only budgeted \$1500 for this item.

FISCAL IMPACT

No more than \$8,000.

RECOMMENDATION

Approve the attached contract.

LIST ATTACHMENTS

- County facesheet for contracts
- Contract from Camden Hill

Camden Hill

14341 SE Center Street | Portland, OR 97236
503.875.7858 | camden.rose.hill@gmail.com

February 27, 2022

PROFESSIONAL SERVICES CONTRACT for freelance graphic design services

Job: Skamania County 2022 Primary & General Election Voters' Pamphlets

Client: Skamania County Elections

Project¹⁾: Saddle-stitch voters' pamphlet booklets with final proof deadlines of June 16, 2022 (Primary Election) and September 1, 2022 (General Election). For the Primary Election pamphlet, Designer is also responsible for requesting print and mail bids from three different vendors. See Exhibit B for Schedule of Deliverables and other deadlines.

Final Deliverables¹⁾: For the Primary Election pamphlet, print files to be delivered to vendor chosen by Client (from bids provided). For the General Election pamphlet, a packaged InDesign file, including print-ready PDF, will be delivered to Washington State.

BASIC TERMS AND CONDITIONS

1. DEFINITIONS

As used herein and throughout this Agreement:

1.1. *Agreement* means the entire content of this Basic Terms and Conditions document, the Proposal document(s), Schedule A, together with any other Supplements designated below, together with any exhibits, schedules or attachments hereto.

1.2. *Client Content* means all materials, information, factual, promotional, or other advertising claims, photography, writings and other creative content provided by Client for use in the preparation of and/or incorporation in the Deliverables.

1.3. *Copyrights* means the property rights in original works of authorship, expressed in a tangible medium of expression, as defined and enforceable under U.S. Copyright Law.

1.4. *Deliverables* means the services and work product specified in the Proposal to be delivered by Designer to Client, in the form and media specified in the Proposal.

1.5. *Designer Tools* means all design tools developed and/or utilized by Designer in performing the Services, including without limitation pre-existing and newly developed software including source code, web authoring tools, type fonts, and application tools, together with any other software, or other inventions whether or not patentable, and general non-copyrightable concepts such as website design, architecture, layout, navigational and functional elements.

1.6. *Final Works* means all creative content developed by Designer, or commissioned by Designer, exclusively for the Project and incorporated in the Final Deliverables, including, but not limited to, any and all visual elements, graphic design, illustration, photography, animation, motion design, audio-visual works, sounds, typographic treatments and text, modifications to Client Content, and Designer's selection, arrangement and coordination of such elements together with Client Content and/or Third Party Materials.

1.7. *Final Deliverables* means the final versions of Deliverables provided by Designer and accepted by Client.

1.8. *Preliminary Works* means all creative content including, but not limited to, concepts, sketches, visual presentations, or other alternate or preliminary designs and documents developed by Designer and which may or may not be shown and or delivered to Client for consideration but do not form part of the Final Works.

1.9. *Project* means the scope and purpose of the Client's identified usage of the work product as described in the Proposal. *Services* means all services and the work product to be provided to Client by Designer as described and otherwise further defined in the Proposal.

1.10. *Services* means all services and the work product to be provided to Client by Designer as described and otherwise further defined in the Proposal.

1.11. *Third Party Materials* means proprietary third party materials which are incorporated into the Final Deliverables, including without limitation stock photography or illustration.

1.12. *Trademarks* means trade names, words, symbols, designs, logos or other devices or designs used in the Final Deliverables to designate the origin or source of the goods or services of Client.

1.13. *Working Files* means all underlying work product and digital files utilized by Designer to create the Preliminary Works and Final Works other than the format comprising the Final Deliverables.

2. PROPOSAL

The terms of the Proposal shall be effective for thirty (30) days after presentation to Client. In the event this Agreement is not executed by Client within the time identified, the Proposal, together with any related terms and conditions and deliverables, may be subject to amendment, change or substitution.

3. FEES AND CHARGES

3.1. *Fees.* Client shall pay the Designer for performing services put forth in this contract upon receipt of a written invoice according to the schedule set forth in Exhibit B, which is attached hereto and incorporated herein by this reference. The parties mutually agree that in no event may the amount billed exceed \$8,000.

3.2. *Additional Costs.* The Project pricing includes Designer's fee only. Any and all outside costs including, but not limited to, equipment rental, photographer's costs and fees, photography and/or artwork licenses, prototype production costs, talent fees, music licenses and online access or hosting fees, will be billed to Client unless specifically otherwise provided for in the Proposal.

3.3. *Invoices.* All invoices are payable within thirty (30) days of receipt. A monthly service charge of 1.5 percent for the greatest amount allowed by state law is payable on all overdue balances. Payments will be credited first to late payment charges and next to the unpaid balance. Client shall be responsible for all collection or legal fees necessitated by lateness or default in payment. Designer reserves the right to withhold delivery and any transfer of ownership of any current work if accounts are not current or overdue invoices are not paid in full. All grants of any license to use or transfer of ownership of any intellectual property rights under this Agreement are conditioned upon receipt of payment in full which shall be inclusive of any and all outstanding Additional Costs, Taxes, Expenses, and Fees, Charges, or the costs of Changes.

4. CHANGES

4.1. General Changes. Unless otherwise provided in the Proposal, and except as otherwise provided for herein, Client shall pay additional charges for changes requested by Client which are outside the scope of the Services on a time and materials basis, at Designer's standard hourly rate of \$85 per hour. Such charges shall be in addition to all other amounts payable under the Proposal, despite any maximum budget, contract price or final price identified therein. Designer may extend or modify any delivery schedule or deadlines in the Proposal and Deliverables as may be required by such Changes.

4.2. Substantive Changes. If Client requests or instructs Changes that amount to a revision in or near excess of twenty-five percent (25%) of the time required to produce the Deliverables, and/or the value or scope of the Services, Designer shall be entitled to submit a new and separate Proposal to Client for written approval. Work shall not begin on the revised services until a fully signed revised Proposal and, if required, any additional retainer fees are received by Designer.

4.3. Timing. Designer will prioritize performance of the Services as may be necessary or as identified in the Proposal, and will undertake commercially reasonable efforts to perform the Services within the time(s) identified in the Proposal. Client agrees to review Deliverables within the time identified for such reviews and to promptly either, (i) approve the Deliverables in writing or (ii) provide written comments and/or corrections sufficient to identify the Client's concerns, objections or corrections to Designer. The Designer shall be entitled to request written clarification of any concern, objection or correction. Client acknowledges and agrees that Designer's ability to meet any and all schedules is entirely dependent upon Client's prompt performance of its obligations to provide materials and written approvals and/or instructions pursuant to the Proposal and that any delays in Client's performance or Changes in the Services or Deliverables requested by Client may delay delivery of the Deliverables. Any such delay caused by Client shall not constitute a breach of any term, condition or Designer's obligations under this Agreement.

4.4. Approval and Acceptance. Unless otherwise provided in the Proposal, Client, within five (5) business days of receipt of each Deliverable, shall notify Designer, in writing, of any failure of such Deliverable to comply with the specifications set forth in the Proposal, or of any other objections, corrections, changes or amendments Client wishes made to such Deliverable. Any such written notice shall be sufficient to identify with clarity any objection, correction or change or amendment, and Designer will undertake to make the same in a commercially timely manner. Any and all objections, corrections, changes or amendments shall be subject to the terms and conditions of this Agreement. In the absence of such notice from Client, the Deliverable shall be deemed accepted.

5. CLIENT RESPONSIBILITIES

Client acknowledges that it shall be responsible for performing the following in a reasonable and timely manner: (a) coordination of any decision-making with parties other than the Designer; (b) provision of Client Content in a form suitable for reproduction or incorporation into the Deliverables without further preparation, unless otherwise expressly provided in the Proposal; (c) final proofreading and in the event that Client has approved Deliverables but errors, such as, by way of example, not limitation, typographic errors or misspellings, remain in the finished product, Client shall incur the cost of correcting such errors; and (d) ensuring that all information and claims comprising Client Content are accurate, legal and conform to applicable standards in Client's industry.

6. ACCREDITATION/PROMOTIONS

Designer retains the right to reproduce, publish and display the Deliverables in Designer's portfolios and websites, and in galleries, design periodicals and other media or exhibits for the purposes of recognition of creative excellence or professional advancement, and to be credited with authorship of the Deliverables in connection with such uses. Either party, subject to the other's reasonable approval, may describe its role in relation to the Project and, if applicable, the services provided to the other party on its website and in other promotional materials, and, if not expressly objected to, include a link to the other party's website.

7. CONFIDENTIAL INFORMATION

Each party acknowledges that in connection with this Agreement it may receive certain confidential or proprietary technical and business information and materials of the other party, including without limitation Preliminary Works ("Confidential Information"). Each party, its agents and employees shall hold and maintain in strict confidence all Confidential Information, shall not disclose Confidential Information to any third party, and shall not use any Confidential Information except as may be necessary to perform its obligations under the Proposal except as may be required by a court or governmental authority. Notwithstanding the foregoing, Confidential Information shall not include any information that is in the public domain or becomes publicly known through no fault of the receiving party, or is otherwise properly received from a third party without an obligation of confidentiality.

8. RELATIONSHIP OF THE PARTIES

8.1. Independent Contractor. Designer is an independent contractor, not an employee of Client or any company affiliated with Client. Designer shall provide the Services under the general direction of Client, but Designer shall determine, in Designer's sole discretion, the manner and means by which the Services are accomplished. This Agreement does not create a partnership or joint venture and neither party is authorized to act as agent or bind the other party except as expressly stated in this Agreement. All rights, if any, granted to Client are contractual in nature and are wholly defined by the express written agreement of the parties and the various terms and conditions of this Agreement.

8.2. Designer Agents. Designer shall be permitted to engage and/or use third party designers or other service providers as independent contractors in connection with the Services ("Design Agents"). Notwithstanding, Designer shall remain fully responsible for such Design Agents' compliance with the various terms and conditions of this Agreement.

8.3. No Exclusivity. The parties expressly acknowledge that this Agreement does not create an exclusive relationship between the parties. Client is free to engage others to perform services of the same or similar nature to those provided by Designer, and Designer shall be entitled to offer and provide design services to others, solicit other clients and otherwise advertise the services offered by Designer.

9. WARRANTIES AND REPRESENTATIONS

9.1. By Client. Client represents, warrants and covenants to Designer that (a) Client owns all right, title, and interest in, or otherwise has full right and authority to permit the use of the Client Content, (b) to the best of Client's knowledge, the Client Content is accurate, legal, conforms to ethical standards of the Client's industry, does not infringe the rights of any third party, and use of the Client Content as well as any Trademarks in connection with the Project does not and will not violate the rights of any third parties, (c) Client shall comply with the terms and conditions of any licensing agreements which govern the use of Third Party Materials, and (d) Client shall comply with all laws and regulations as they relate to the Services and Deliverables.

9.2. By Designer (a) Designer hereby represents, warrants and covenants to Client that Designer will provide the Services identified in the Agreement in a professional manner and in accordance with all reasonable professional standards for such services. (b) Designer further represents, warrants and covenants to Client that (i) except for Third Party Materials and Client Content, the Final Deliverables shall be the original work of Designer and/or its independent contractors, (ii) in the event that the Final Deliverables include the work of independent contractors commissioned for the Project by Designer, Designer shall have secure agreements from such contractors granting all necessary rights, title, and interest in and to the Final Deliverables sufficient for Designer to grant the intellectual property rights provided in this Agreement, and (iii) to the best of Designer's knowledge, the Final Works provided by Designer and Designer's subcontractors does not infringe the rights of any party, and use of same in connection with the Project will not violate the rights of any third parties. In the event Client or third parties modify or otherwise use the Deliverables outside of the scope or for any purpose not identified in the Proposal or this Agreement or contrary to the terms and conditions

noted herein, all representations and warranties of Designer shall be void. (c) Except for the express representations and warranties stated in this Agreement, Designer makes no warranties whatsoever. Designer explicitly disclaims any other warranties of any kind, either express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose or compliance with laws or government rules or regulations applicable to the Project.

10. INDEMNIFICATION/LIABILITY

10.1. By Client. Client agrees to indemnify, save and hold harmless Designer from any and all damages, liabilities, costs, losses or expenses arising out of any claim, demand, or action by a third party arising out of any breach of Client's responsibilities or obligations, representations or warranties under this Agreement. Under such circumstances Designer shall promptly notify Client in writing of any claim or suit. (a) Client has sole control of the defense and all related settlement negotiations; and (b) Designer provides Client with commercially reasonable assistance, information and authority necessary to perform Client's obligations under this section. Client will reimburse the reasonable out-of-pocket expenses incurred by Designer in providing such assistance.

10.2. By Designer. Subject to the terms, conditions, express representations and warranties provided in this Agreement, Designer agrees to indemnify, save and hold harmless Client from any and all damages, liabilities, costs, losses or expenses arising out of any finding of fact which is inconsistent with Designer's representations and warranties made herein, except in the event any such claims, damages, liabilities, costs, losses or expenses arise directly as a result of gross negligence or misconduct of Client provided that (a) Client promptly notifies Designer in writing of the claim; (b) Designer shall have sole control of the defense and all related settlement negotiations; and (c) Client shall provide Designer with the assistance, information and authority necessary to perform Designer's obligations under this section. Notwithstanding the foregoing, Designer shall have no obligation to defend or otherwise indemnify Client for any claim or adverse finding of fact arising out of or due to Client Content, any unauthorized content, improper or illegal use, or the failure to update or maintain any Deliverables provided by Designer.

10.3. Settlement Approval. The indemnifying party may not enter into any settlement agreement without the indemnified party's written consent.

10.4. Limitation of Liability. The services and the work product of Designer are sold "as is." In all circumstances, the maximum liability of Designer, its directors, officers, employees, design agents and affiliates ("designer parties"), to Client for damages for any and all causes whatsoever, and Client's maximum remedy, regardless of the form of action, whether in contract, tort or otherwise, shall be limited to the net profit of Designer. In no event shall Designer be liable for any lost data or content, lost profits, business interruption or for any indirect, incidental, special, consequential, exemplary or punitive damages arising out of or relating to the materials or the services provided by Designer, even if Designer has been advised of the possibility of such damages, and notwithstanding the failure of essential purpose of any limited remedy.

11. TERM AND TERMINATION

11.1. Term. This Agreement shall commence upon the Effective Date and shall remain effective until the Services are completed and delivered.

11.2. Termination. This Agreement may be terminated for convenience at any time by either party effective immediately upon notice, or the mutual agreement of the parties, or for cause if any party: (a) becomes insolvent, files a petition in bankruptcy, makes an assignment for the benefit of its creditors, or (b) breaches any of its material responsibilities or obligations under this Agreement, which breach is not remedied within ten (10) days from receipt of written notice of such breach.

11.5. In the event of termination, Designer shall be compensated for the Services performed through the date of termination in the amount of (a) any advance payment, (b) a prorated portion of the fees due, or (c) hourly fees for work performed by Designer or Designer's agents as of the date of

termination, whichever is greater; and Client shall pay all Expenses, fees, out of pockets together with any Additional Costs incurred through and up to, the date of cancellation. In the event of termination for convenience by Client, Client shall pay in addition to the above an early termination fee equal to 25% of the total project fee. Schedule A shall not be effective, and Client shall not have rights to use Deliverables except upon written consent from Designer provided after such termination.

11.4. In the event of termination for convenience by Designer or for cause by Client, and upon full payment of compensation as provided herein, Designer grants to Client such right and title as provided for in Schedule A of this Agreement with respect to those Deliverables provided to, and accepted by Client as of the date of termination.

11.5. Upon expiration or termination of this Agreement: (a) each party shall return or, at the disclosing party's request, destroy the Confidential Information of the other party, and (b) other than as provided herein, all rights and obligations of each party under this Agreement, exclusive of the Services, shall survive.

12. GENERAL

12.1. Modification/Waiver. This Agreement may be modified by the parties. Any modification of this Agreement must be in writing, except that Designer's invoices may include, and Client shall pay, expenses or costs that Client authorizes by electronic mail in cases of extreme time sensitivity. Failure by either party to enforce any right or seek to remedy any breach under this Agreement shall not be construed as a waiver of such rights nor shall a waiver by either party of default in one or more instances be construed as constituting a continuing waiver or as a waiver of any other breach.

12.2. Notices. All notices to be given hereunder shall be transmitted in writing by electronic mail with return confirmation of receipt or by certified or registered mail, return receipt requested, and shall be sent to the addresses identified below, unless notification of change of address is given in writing. Notice shall be effective upon receipt or in the case of email, upon confirmation of receipt (by automated confirmation or substantive reply by the recipient).

12.3. No Assignment. Neither party may assign, whether in writing or orally, or encumber its rights or obligations under this Agreement or permit the same to be transferred, assigned or encumbered by operation of law or otherwise, without the prior written consent of the other party except that this Agreement may be transferred or sold as part of a transfer or sale of the assigning party's entire business or portion thereof relating to the Project.

12.4. Force Majeure. Designer shall not be deemed in breach of this Agreement if Designer is unable to complete the Services or any portion thereof by reason of fire, earthquake, flood, hurricane or other severe weather, labor dispute, act of war, terrorism, riot or other severe civil disturbance, death, illness or incapacity of Designer or any local, state, federal, national or international law, governmental order or regulation or any other event beyond Designer's control (collectively, "Force Majeure Event"). Upon occurrence of any Force Majeure Event, Designer shall give notice to Client of its inability to perform or of delay in completing the Services and shall propose revisions to the schedule for completion of the Services.

12.5. Governing Law and Dispute Resolution. The formation, construction, performance and enforcement of this Agreement shall be in accordance with the laws of the United States and the state of Oregon without regard to its conflict of law provisions or the conflict of law provisions of any other jurisdiction. In the event of a dispute arising out of this Agreement, the parties agree to attempt to resolve any dispute by negotiation between the parties. If they are unable to resolve the dispute, either party may commence mediation and/or binding arbitration through the American Arbitration Association, or other forum mutually agreed to by the parties. The prevailing party in any dispute resolved by binding arbitration or litigation shall be entitled to recover its attorneys' fees and costs. In all other circumstances, the parties specifically consent to the local, state and federal courts located in the state of Oregon. The parties hereby waive any jurisdictional or venue defenses available to them and further consent to service of process by mail. Client acknowledges that Designer will have no adequate remedy at law in the event Client uses the deliverables in any way not permitted hereunder, and hereby agrees that Designer shall be entitled to equitable relief by way of temporary and permanent injunction, and such other and further

relief at law or equity as any arbitrator or court of competent jurisdiction may deem just and proper, in addition to any and all other remedies provided for herein.

12.6. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect and the invalid or unenforceable provision shall be replaced by a valid or enforceable provision.

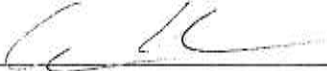
12.7. Headings. The numbering and captions of the various sections are solely for convenience and reference only and shall not affect the scope, meaning, intent or interpretation of the provisions of this Agreement nor shall such headings otherwise be given any legal effect.

12.8. Integration. This Agreement comprises the entire understanding of the parties hereto on the subject matter herein contained, and supersedes and merges all prior and contemporaneous agreements, understandings and discussions between the parties relating to the subject matter of this Agreement. In the event of a conflict between the Proposal and any other Agreement documents, the terms of the Proposal shall control. Any other ambiguities shall be resolved with the most reasonable and legally valid construction, without regard to authorship of such provisions.

This Agreement comprises this Basic Terms and Conditions document, the Proposal, Schedule A, and Exhibit B.

By their execution below, the parties hereto have agreed to all of the terms and conditions of this Agreement effective as of the last date of signature below, and each signatory represents that it has the full authority to enter into this Agreement and to bind her/his respective party to all of the terms and conditions herein.

DESIGNER: Camden Hill-Rocha | 14341 SE Center St, Portland, OR 97236

Signed:  Date: 2/27/22

CLIENT: Skamania County Elections | 240 NW Vancouver Ave, Stevenson, WA 98648

Signed:  Date: 3/1/22

By: County Auditor Title: Robert waymire
(Client Officer Name)

SCHEDULE A

INTELLECTUAL PROPERTY PROVISIONS | Assignment of Rights

IP 1. RIGHTS IN THE FINAL DELIVERABLES

IP 1.1. Final Works. Upon completion of the Services, and expressly conditioned upon full payment of all fees and costs due, Designer assigns to Client all of Designer's Copyrights in and to the Final Works, including Trademarks, and Designer shall deliver to Client all Working Files related to the Final Works. Designer shall cooperate with Client and shall execute any additional documents reasonably requested by Client to evidence such assignment, and Client shall reimburse Designer for Designer's reasonable time and out-of-pocket expenses in connection therewith.

IP 1.2. Trademarks. Client shall have sole responsibility for ensuring that Trademarks do not infringe the rights of third parties, and Client shall indemnify, save and hold harmless Designer from any and all damages, liabilities, costs, losses or expenses arising out of any claim, demand, or action by a third party alleging trademark infringement, or arising out of Client's failure to obtain trademark clearance or permissions, for use of Trademarks.

IP 1.3. Client Content. Client Content, including pre-existing Trademarks, shall remain the sole property of Client or its respective suppliers, and Client or its suppliers shall be the sole owner of all trademark, trade secrets, patents, Copyrights, and other rights in connection therewith. Client hereby grants to Designer a nonexclusive, nontransferable license to use, reproduce, modify, display and publish the Client Content solely in connection with Designer's performance of the Services and promotional uses of the Deliverables as authorized in this Agreement.

IP 1.4. Third Party Materials. Intellectual property rights in Third Party Materials shall be owned by the respective third parties. Designer shall inform Client of all Third Party Materials to be procured by Designer that Client may need to license at Client's own expense, and unless otherwise arranged by Client, Designer shall obtain a license for Client to use the Third Party Materials consistent with the usage rights granted herein. Client shall indemnify, save and hold harmless Designer from any and all damages, liabilities, costs, losses or expenses arising out of any claim, demand, or action by a third party arising out of Client's failure to obtain copyright, trademark, publicity, privacy, defamation or other releases or permissions with respect to materials included in the Final Works at Client's request.

IP 2. RIGHTS RESERVED TO DESIGNER

IP 2.1. Preliminary Works/Working Files. Designer retains all proprietary rights, including property ownership, intellectual property rights and Copyrights, in and to all Preliminary Works and Working Files, and Client shall return to Designer all Preliminary Works and Working Files in Client's possession within thirty (30) days of completion of the Services.

IP 2.2. Original Artwork. Designer retains property ownership in any original artwork comprising Final Works, including all rights to display or sell such artwork. Client shall return all original artwork to Designer within thirty (30) days of completion of the Services.

IP 2.3. Designer Tools. Designer Tools and all intellectual property rights therein, including Copyrights, shall be owned solely by Designer. Designer hereby grants to Client a nonexclusive, nontransferable (other than the right to sublicense such uses to Client's publisher, web hosting or Internet service providers), perpetual, worldwide license to use the Designer Tools solely with the Final Deliverables for the Project. Client may not directly or indirectly, in any form or manner, decompile, reverse engineer, or otherwise disassemble or modify any Designer Tools comprising software or technology.

EXHIBIT B

Schedule of Deliverables and other deadlines

2022 PRIMARY ELECTION VOTERS' PAMPHLET

May 26 <i>tu</i>	Client will provide final page count, outline, candidate and resolution quantities, and some content to Designer. Client will also inform Designer of paper choice and other information necessary for vendor bid.
May 26 <i>tu</i>	Designer will send out bids to print vendors
June 1 <i>sa</i>	Client will inform Designer of vendor choice. Client will provide all remaining pamphlet content to Designer. This includes, but is not limited to, statements, rebuttals, photos, and artwork.
June 1 <i>sa</i>	Designer will inform vendors of Client's decision so that chosen vendor can proceed with paper order
June 6 <i>tu</i>	Designer will send 1st proof to Client
June 8 <i>th</i>	Client will return edited 1st proof to Designer
June 13 <i>tu</i>	Designer will send 2nd proof to Client
June 15 <i>th</i>	Client will return edited 2nd proof to Designer
June 16 <i>fr</i>	Designer will send final proof to Client
June 16 <i>fr</i>	Final Approval from Client
June 17	Final Deliverables sent to print vendor

2022 GENERAL ELECTION VOTERS' PAMPHLET

Aug 8 <i>sa</i>	Client will provide final page count, outline, candidate and resolution quantities, and some content to Designer
Aug 10 <i>su</i>	Client will provide all remaining pamphlet content to Designer. This includes, but is not limited to, statements, rebuttals, photos, and artwork.
Aug 22 <i>sa</i>	Designer will send 1st proof to Client
Aug 24 <i>su</i>	Client will return edited 1st proof to Designer
Aug 29 <i>fr</i>	Designer will send 2nd proof to Client
Aug 31 <i>su</i>	Client will return edited 2nd proof to Designer
Sept 1 <i>su</i>	Designer will send final proof to Client
Sept 1 <i>su</i>	Final Approval from Client
Sept 1 <i>su</i>	Final Deliverables sent to state

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 _____

Dated this ____ day of _____ 2022.

ATTEST:

**BOARD OF COMMISSIONERS
SKAMANIA COUNTY, WASHINGTON**

Richard Mahar, Chairman

T.W. Lannen, Commissioner

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Robert Hamlin, Commissioner


Approved as to form only:

Adam Kick,
Skamania County Prosecuting Attorney

Aye _____
Nay _____
Abstain _____
Absent _____

COMMISSIONER'S AGENDA ITEM COMMENTARY



<u>SUBMITTED BY</u>	Community Health Department	Signature 
<u>AGENDA DATE</u>	3/8/2022	
<u>SUBJECT</u>	Protocall Services, Inc. Contract	
<u>ACTION REQUESTED</u>	Signature	

SUMMARY/BACKGROUND

Renews contract for Call Center Services.

FISCAL IMPACT

Up to \$40,000 per year. EXPENDITURE CONTRACT

RECOMMENDATION

Sign

LIST ATTACHMENTS

- Agreement
- Exhibit A – Statement of Work
- Exhibit B – Privacy Supplement

1.7 "Confidential Information" means: (1) any and all nonpublic or proprietary business, commercial and technical information of the Parties, whether in written or verbal form, relating to its business, products, customers, operations, financial status, data, technology, secret intellectual property, or any combinations of the foregoing; (2) all information marked or otherwise designated by a Party as confidential or proprietary; (3) all information, whether or not in written form and whether or not designated as confidential, which a Party has reason, under the circumstances, to know that the other Party intends to treat as confidential; and (4) all other information provided to either Party by third parties which either Party is obligated to keep confidential. Confidential Information also includes, but is not limited to, all of forms, terms of agreements between the parties, memos, research, databases, ideas, designs, design rights, drawings, specifications, techniques, data, programs, documentation, processes, know-how, trademarks, copyright-protected works, inventions, specimens, prototypes, technical information, business plans, business projections, marketing plans, marketing projections, financial records, financial information and customer lists." Cookies" means data placed on your computer's web browser that may be used by ProtoCall's various application(s) to track content usage and traffic on any Website used by ProtoCall.

1.8 "End User" means an individual within the class of persons described in The Shrink Space and the WellTrack Statement(s) of Work who is authorized by Company to use The Shrink Space and/or WellTrack, and who has created an account on the Website for use of The Shrink Space and/or WellTrack through Company's account.

1.9 "Intellectual Property" means legal rights in any invention, discovery, improvement, utility model, patent, copyright, trademark, industrial design or mask work right, and all rights of whatsoever nature in computer software and data, Confidential Information, trade secrets or know-how and all intangible rights or privileges of a nature similar to any of the foregoing, in every case in any part of the world whether or not registered, and shall include all rights in any applications and granted registrations for any of the foregoing rights .

1.10 "Materials" means materials posted by Company, clients or users posted on any the website owned, operated or controlled by ProtoCall which includes content that users submit, transmit to, through, or in connection with the Website, such as professional experience, certifications, blog posts, and information users publicly display on the Website.

1.11 "Fees" " means the Service, subscription or any other fees set out in pertinent Service attachment, schedule or table which are payable by Company to ProtoCall for the right to receive and provide access to End Users, or use any other Services in this Agreement. Fees do not include Taxes, as defined below.

1.12 "License" a license to software or service in the ProtoCall services as further defined in the relevant software Statement(s) of Work.

1.13 "License Term" means the term of a given software license as further defined in the relevant software Statement(s) of Work.

1.14 "LEP" means Limited English Proficiency.

1.15 " Non-Personal Information" means information is collected or derived by us in the course of operating on or any combination of ProtoCall Services. For example, our web servers may automatically collect Non-Personal Information which is provided through your browser or stored on a Cookie when you visit our Websites.

1.16 "Request to Mediate" a document provided by the party requesting mediation to the party receiving such a request.

1.17 "Personal Information" means personally identifiable information such as your name, home address, e-mail address and birth date.

1.18 "PHI" means personal health information.

1.19 "Services" the products, software as a service, or Software offered by ProtoCall contracted for in this Agreement.

1.20 "Software" means software offered or involved in the various ProtoCall services accessed by Company or End Users as further defined in the relevant Statement(s) of Work.

1.21 "Website" means the relevant URL and website associated with the relevant ProtoCall software service(s) Company is contracting for or the End User lawfully accesses.

1.22 "Taxes" means any local, state, provincial, or foreign taxes, levies, duties or similar governmental assessments of any nature, including value-added, goods and services, harmonized, use or withholding taxes.

2. SERVICES.

ProtoCall provides a suite of "Services" including Call Center, The Shrink Space™, WellTrack® and related services. Such Services are available as described in each "Statement of Work" which contain details of the Services contracted for by Customer.

3. TERM AND TERMINATION.

3.1 Term. This Agreement is effective on the date first written above and shall continue until December 31, 2022 or until either Party gives the other Party notice of termination as provided below. Services shall commence on the service commencement date set forth in the relevant Statement(s) of Work.

3.2 Termination. In addition to any provisions that apply pursuant to each Statement of Work, ProtoCall may terminate this Agreement, however, upon written notice to Customer regarding its failure to pay any charges within thirty (30) days after an invoice has been sent provided ProtoCall provides an opportunity for Customer to cure nonpayment within ten (10) days' notice of past due amounts; thereafter, ProtoCall may terminate the contract ten (10) days after the notice of non-payment is sent.

4. INSURANCE.

Without limiting the liabilities or indemnification obligations of either Party, each Party at their own cost and expense, shall provide and maintain during the term of this Agreement all insurance policies and coverages outlined below.

4.1 Professional liability insurance for limits not less than \$2,000,000.00 per occurrence and \$4,000,000.00 aggregate.

4.2 General or commercial liability insurance for limits not less than \$2,000,000 per occurrence and \$4,000,000 in aggregate.

5. FINANCIAL ARRANGEMENTS.

5.1 Compensation. As compensation for the Services described in this Agreement, Customer agrees to pay ProtoCall in accordance with the rates in each respective Statement of Work.

5.2 Billing and Payment. ProtoCall shall submit a statement of charges for services rendered to Customer as outlined in each Statement of Work. Charges will be payable upon receipt. Payment amounts under the Agreement do not include taxes. Customer will pay all taxes, if applicable, to payments between the parties under the Agreement, including without limitation, sales and use taxes.

6. MISCELLANEOUS.

6.1 Rights and Remedies Cumulative. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any Party shall not preclude or waive the right to use any or all other remedies. Such rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

6.2. No Third-Party Rights. This Agreement and the covenants and agreements contained herein are solely for the benefit of the parties hereto. No other person shall be entitled to enforce or make any claims or have any right pursuant to the provisions of this Agreement.

6.3 Governing Law and Venue. This Agreement, and its operation and performance, shall be governed, construed and enforced in accordance with the laws of the State of Oregon excluding its conflict of law principles. Venue shall be in Portland, Oregon.

6.4 Notice. Any notice, demand or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be deemed to have been given for all purposes on the date of transmission when sent, on the fifth day after the date of mailing when mailed by certified mail, postage prepaid, return receipt requested, from within the United States, or on the date of actual delivery, whichever is the earliest, and shall be sent to the parties at the addresses shown above.

6.5 Severability. If any provision of this Agreement contravenes any law and such contravention would thereby invalidate this Agreement, then such provision is declared to be invalid and subject to severance from the remaining portion of this Agreement, and this Agreement shall be read and construed as though it did not contain such provision in a manner to give effect to the original intent of the parties to the fullest extent possible.

6.6 Waiver. The failure of any Party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Agreement shall not constitute a waiver of such provision, and no waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party waiving the right that benefits the waiving Party.

- 6.7 Amendment.** This Agreement may be amended, restated or modified from time to time only by a written instrument agreed to and executed by both parties hereto.
- 6.8 Mediation.** All disputes arising out of this Agreement shall first be submitted to mediation, which shall focus on the needs of everyone concerned and seek to solve problems cooperatively, with an emphasis on dialogue and accommodation. The goal of the mediation shall be to preserve and enhance relationships by developing a mutually acceptable agreement which will fulfill the needs of everyone concerned. A Party desiring mediation may begin the process by giving the other Party a written Request to mediate, describing the issues involved and inviting the other Party to join with the calling Party to name a mutually agreeable mediator and a time frame for the mediation which shall occur no more than thirty (30) days following the notice unless the parties mutually agree otherwise. The parties and the mediator may adopt any procedural format that seems appropriate for the particular dispute. The contents of all discussions during the mediation shall be confidential and nondiscoverable in subsequent arbitration or litigation, if any. If the Parties can agree upon a mutually acceptable agreement, it shall be reduced to writing, signed by all parties and the dispute shall be at an end. If the result of the mediation is a recognition that the dispute cannot be successfully mediated, or if any Party refuses to mediate or to name a mutually acceptable mediator and a time frame for mediation, within a period of time that is reasonable considering the urgency of the disputed matter, then any Party who desires dispute resolution shall seek arbitration. The place of mediation shall be mutually agreed upon by the parties.
- 6.9 Arbitration.** All disputes, differences or questions arising out of or relating to this Agreement, or the validity, interpretation, breach or termination thereof, which have not been settled by mediation, shall be resolved exclusively by binding arbitration before the Arbitration Service of Portland, Inc. by a single arbitrator. The arbitration proceedings shall be conducted in accordance with the arbitration rules of the Arbitration Service of Portland, Inc. that are in effect at the time the arbitration is initiated, and judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof. Nothing herein, however, shall prevent a Party from resorting to a court of competent jurisdiction in those instances where injunctive relief may be appropriate. The place of arbitration shall be mutually agreed upon by the parties or if no agreement is forthcoming, Portland, Oregon. The parties hereby waive any right they may have to a trial by jury.
- 6.10 Construction.** The parties have participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The words "include" and "including" shall mean "include" or "including" "without limitation." Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neutral genders and vice versa. If and Attachment or Schedule to this Agreement directly conflicts with this Agreement, this Agreement shall control the interpretation of such direct conflict.

- 6.11 Additional Assurances.** Each Party agrees to perform all further acts, and execute, acknowledge and deliver any and all documents, which are reasonably necessary to confirm, complete or effectuate the provisions of this Agreement.
- 6.12 Binding Effect.** This Agreement and all the terms and provisions hereof shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns.
- 6.13 Attorneys' Fees.** If a suit, action, arbitration or other proceeding of any nature whatsoever (including, without limitation, any proceeding under the U.S. Bankruptcy Code) is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights under this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs as determined by the arbitrator or by the court at trial or on any appeal or review, in addition to all other amounts provided by law.
- 6.14 Indemnification.** ProtoCall agrees to indemnify, defend and hold harmless Customer, its directors, shareholders, officers, trustees, employees, and agents from and against any claims, liabilities, losses, damages or costs, fees (including attorneys' fees) and expenses relating to, resulting from or arising out of any claims or legal action by a third-party arising as a result of the negligence or misconduct of ProtoCall, its directors, trustees, officers, employees, or agents relating to or arising from the provision of Services under this Agreement to Customer's clients.
- Customer agrees to indemnify, defend and hold harmless ProtoCall, its directors, shareholders, officers, trustees, employees, and agents from and against any claims, liabilities, losses, damages, or costs, fees (including attorneys' fees) and expenses relating to, resulting from or arising out of any claims or legal action by a third-party arising as a result of the acts, omissions, negligence or misconduct of Customer, its directors, trustees, officers, employees, or agents relating to or arising from the provision of services under this Agreement or otherwise to its clients.
- 6.15 Captions.** The caption headings of the sections and subsections of this Agreement are for convenience of reference only and are not intended to be, and should not be construed as, a part of this Agreement.
- 6.16 Counterparts.** This Agreement may be executed in any number of identical counterparts, each of which, for all purposes, shall be deemed to be an original instrument, and all of which together shall constitute a single agreement.
- 6.17 Compliance with Laws.** The parties have endeavored to fashion this Agreement to comply with applicable state and federal laws. If any laws are enacted which materially impair either Party's ability to carry out the terms of this Agreement, the Parties will, in good faith, make reasonable efforts to amend this Agreement to comply with such laws. If, after reasonable efforts to amend the Agreement, including mediation, the parties do not agree to such amendments, either Party may terminate this Agreement upon written notice to the other Party.
- 6.18 Force Majeure.** Neither Party will be deemed in default of this Agreement to the extent that performance of its obligations are delayed or prevented by reason of circumstance beyond its reasonable control, including without limitation, acts of terrorism, labor strike,

fire, natural disaster, earthquake, power failures, accident or pandemic. This Section 6.18 shall not be applicable to any payment obligations of either Party.

6.19 Non-Circumvention. Customer agrees and acknowledges protecting ProtoCall business processes, products, Confidential Information, the Services and intellectual property are legitimate business interests of ProtoCall. Therefore, Customer is prohibited from circumventing, reselling, decompiling, reverse engineering, recreating or using ProtoCall business processes, the Services, Confidential Information, products or intellectual property outside the scope of this Agreement.

6.20 Relationship of the Parties. ProtoCall and Customer agree that, in performing their responsibilities pursuant to this Agreement, they are acting as independent contractors. The Parties are not employees, partners or joint venturers and shall not hold themselves out to others as employees, partners or joint venturers. Except as is expressly provided in this Agreement, neither Party shall have the right to bind nor obligate the other Party in any manner without the prior written consent of the Party.

6.21. Assignment. Upon ninety (90) days advance written notice and ProtoCall's written consent, Customer may assign, delegate or otherwise transfer, its rights, obligations, or duties under this Agreement. Any purported assignment, delegation or transfer without prior written consent of ProtoCall shall be void. ProtoCall may assign or otherwise transfer its rights, duties and obligations under this Agreement to an affiliated entity upon thirty (30) days written notice to Customer.

6.22 Survival. The following terms shall survive the termination of this Agreement: Section 6 (Miscellaneous) but no subpart 6.14 (Indemnification).

6.23 Limitation of Liability. TO THE FULL EXTENT ALLOWED BY LAW, THE LIABILITY OF PROTOCOL AND ANY OF OUR OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS TO CUSTOMER OR TO ANY OTHER PERSON FOR DIRECT DAMAGES WILL BE LIMITED TO THAT AMOUNT PAID BY CUSTOMER TO PROTOCOL IN THE IMMEDIATELY PRIOR 12-MONTH PERIOD. THIS LIMIT SHALL NOT APPLY FOR GROSS NEGLIGENCE AND WILLFUL MISCONDUCT OF PROTOCOL.

6.24 Confidentiality. Confidential Information" means: (1) any and all nonpublic or proprietary business, commercial and technical information of the Parties, whether in written or verbal form, relating to its business, products, customers, operations, financial status, data, technology, secret intellectual property, or any combinations of the foregoing; (2) all information marked or otherwise designated by a Party as confidential or proprietary; (3) all information, whether or not in written form and whether or not designated as confidential, which a Party has reason, under the circumstances, to know that the other Party intends to treat as confidential; and (4) all other information provided to either Party by third parties which either Party is obligated to keep confidential. Confidential Information also includes, but is not limited to, all of forms, terms of agreements between the parties, memos, research, databases, ideas, designs, design rights, drawings, specifications, techniques, data, programs, documentation, processes, know-how, copyright-protected works, inventions, specimens, prototypes, technical information, business plans, business projections, marketing plans, marketing projections, financial records, financial information and customer lists. Each Party's Confidential Information

made available to the other Party pursuant to this Agreement will remain exclusively its own. Neither Party will (a) license, sublicense, sell, resell, transfer, assign, distribute, or otherwise commercially exploit or make available to any third-party, (b) modify or make derivative works based upon, or (c) access the Confidential Information of the other Party, in each case other than as expressly permitted by this Agreement.

6.25 Entire Agreement. This Agreement and any attachments, exhibits or schedules referenced herein and attached hereto constitute the entire agreement and understanding of the parties as to the subject matter contained herein. There are no restrictions, promises, representations, warranties, covenants or undertakings other than those expressly set forth or referred to in such documents. The parties have participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. The parties agree and acknowledge they had the opportunity to review this agreement with their legal counsel. This Agreement and such documents supersede all prior agreements and understandings among the parties and their representatives with respect to the subject matter hereof.

So agreed,

ProtoCall Services, Inc.

Philip H. Evans, President/CEO

Date

Skamania County Community Health

Date

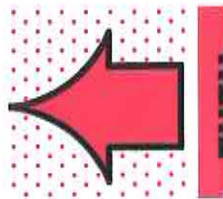


Exhibit A
Call Center Services Statement of Work

Exhibit A for Call Center Services offered by ProtoCall Services, Inc. has one component:

- Call Center Statement of Work (see below)

Call Center Services Statement of Work	
<u>Call Center Start Date</u>	N/A
<u>Product (the Call Center)</u>	Call Center Services
<u>Services Term (Call Center Term)</u>	This Statement of Work is effective as of the Effective Date above and shall continue in full force and effect from January 1, 2022 through December 31, 2022 or until either Party gives the other Party 90-day notice of termination for convenience or as provided in Section 3.2 in the Master Services Agreement.
<u>Payment Terms (Call Center Payment Terms)</u>	See Section 15 below.

1. Call Center Services. ProtoCall will use reasonable efforts to provide telephone access to brief intake, screening and referral services to Customer's callers set forth herein. These services are not intended to be therapeutic treatment services. ProtoCall shall provide counseling staff to perform the services described in this Exhibit A. There may be circumstances outside the control of ProtoCall such as acts of terrorism, labor strikes, power outages, war, or pandemic wherein extraordinary telephone call volume is created. In such circumstances, ProtoCall will use reasonable efforts to accommodate the excess call volume, provided, however, both parties recognize it may be difficult or even impossible to accomplish such a task.

2. Termination. Either Party may terminate this Statement of Work for convenience by providing the other Party ninety (90) days' notice of termination. ProtoCall may terminate this Statement of Work for Company's failure to pay as outlined in Section 2 of the Master Services Agreement.

3. Call Documentation. The Call Documentation will be provided and posted to a secure site and accessible to Customer authorized staff following the completion of the call documentation and any follow up activities related to that call. Call Documentation is available to Customer's authorized staff 24 hours a day, 365 days a year.

4. Connection. ProtoCall will provide, at its expense, a direct inward dial toll-free telephone number dedicated solely to Customer, which Customer may use to direct calls to ProtoCall.

5. Emergency Situations. ProtoCall agrees to take reasonable and appropriate action in the event of emergency situations. ProtoCall may attempt to use Caller ID as may be available; in order to contact dispatch emergency services; consult with emergency services; execute its obligation as a mandatory reporter of abuse; or any combination of the foregoing actions, that are

consistent with applicable state and federal laws, without prior consent of Customer. Priority in emergency situations will be given to clients and public safety; Customer will be contacted as soon as practicable given the circumstances.

6. Call Recording. Customer acknowledges that ProtoCall may create audio recordings of calls for internal quality purposes. Call recording is done in accordance with applicable regulations and any resulting recorded calls are stored in a manner consistent with the protection of Protected Health Information (PHI).

7. Data Reporting. ProtoCall will provide its standard monthly performance report for the Customer on a monthly basis without charge. Requests for customized reports, unscheduled, ad hoc reports or any combination of the foregoing, may be subject to an additional charge.

8. Provision of Program Information. Customer will provide to ProtoCall current program information, on-call staff contact, information about callers or potential callers when specific interventions are needed, benefit descriptions, policies, guidelines and other information necessary for ProtoCall to render the services described in this Statement of Work. The Customer will provide ProtoCall with timely updates related thereto so that ProtoCall can provide Customer's callers with accurate information as well as reach Customer on-call staff.

9. Access to Customer Staff. Customer will provide ProtoCall, twenty-four (24) hours, seven (7) days per week, access to its behavioral health professional staff so ProtoCall can contact staff when appropriate regarding Customer's clients. Customer shall provide ProtoCall a list of its counseling staff for on-call coverage, keep such list current and include home and mobile telephone numbers for its counseling staff during the term of this Statement of Work.

10. Retrieval of Call Documentation, Reports and Messages. Customer is responsible for the retrieval of and response to Call Documentation, including but not limited to any messages, counseling reports, or other service requests provided to it by ProtoCall (e.g., posted to the secure website, encrypted email, facsimile or otherwise). After notification from ProtoCall, Customer shall assume responsibility and liability for any follow-up or response to reported calls, including determination of what response Customer, in its sole discretion, deems necessary or appropriate. ProtoCall agrees to assist Customer by providing any necessary and available information requested by Customer to facilitate Customer's response to reported calls.

11. Release of Client Information. Customer agrees to provide to ProtoCall any information regarding individual callers that either ProtoCall or Customer deem necessary to ensure consistent treatment and caller safety. Upon termination of this Agreement and written request of Customer, ProtoCall shall return to Customer (or destroy), any proprietary, caller information that it has in its possession which has been given by Customer to ProtoCall, provided that ProtoCall shall retain Customer information required under privacy and security record retention obligations.

12. Regulated Mandatory Reporting Duty. ProtoCall's practice is regulated under various federal, state, local and international laws, therefore, ProtoCall clinical staff are mandated reporters of potential or suspected abuse and neglect of vulnerable persons. ProtoCall staff use the greater of reasonable efforts or the highest effort required by law to ensure that reports of potential or suspected abuse and neglect of vulnerable persons are made in accordance with the laws of the State in which the potential or suspected abuse and neglect took place. ProtoCall exercises this responsibility by making a report directly or by notifying Customer so that proper

authorities can be contacted. Customer agrees and acknowledges that this duty may require disclosure of Customer Confidential Information.

13. Location of Services. The services provided for under this Statement of Work will be performed by ProtoCall staff located in any of ProtoCall's call center locations, as well as various remote locations established as approved home offices for ProtoCall employees. ProtoCall clinical staff are licensed or registered with their appropriate licensing authority to receive supervision towards their license and practicing within the scope defined by the appropriate licensing authority in the jurisdiction in which they are located.

14. Time Schedule. ProtoCall will use reasonable efforts to provide telephone access to assessment, intervention, and intake services for callers to the Customer, during the Customer time zone hours of:

5:30pm to 7:30am Monday through Thursday; 5:30pm Thursday to 7:30am Monday.
12:00pm to 1:00pm Monday through Thursday (noon hour)
7:30am to 5:30pm Notifiable Holiday

Extra Coverage may be formally requested outside this time schedule per verbal or written agreement between parties. These additional services are subject to ProtoCall staff availability and handled on a per request basis.

15. Rates and Billing.

15.1 Interpretation Services. Calls that require the use of language interpretation services in order to facilitate communication with callers with Limited English Proficiency (LEP) will incur a separate and additional fee. In such instances, ProtoCall may contract with a third-party service provider. ProtoCall shall provide Customer reasonable documentation for all third-party charges.

15.2 Basis for Establishing Compensation. This Rate Schedule, which includes the monthly Call Allowance ranges, the charges for calls in excess of the monthly call allowance, the initial set up fees, sub-account(s), TTY services, and other applicable charges. The rate schedule is based upon two factors: (i) the parties' good faith estimate of actual call volume which will be encountered by ProtoCall during the term of this Agreement; and (ii) the type and nature of calls which will be encountered by ProtoCall during the term of this Agreement. Customer acknowledges the manner in which it utilizes or makes changes to phone trees and announcements in its system may impact the type of and nature of calls encountered by ProtoCall.

15.3 Adjustments in Compensation and Rate Schedule. The actual number of calls will be evaluated by ProtoCall every thirty (30) days during the term of this Agreement. Either Party may, by giving the other Party thirty (30) days advance written notice, adjust the Call Allowance upward or downward, but in no event, shall the call volume be adjusted below the lowest call volume set forth on the Rate Schedule below. Any adjustment in compensation based upon actual call volume and the Call Allowance shall be made in accordance with the billing procedure set forth in Section 15.4 below. In no event shall Customer be entitled to a credit or a refund when actual call volume falls below the Call Allowance. The Rate Schedule may be modified periodically by ProtoCall upon thirty (30) days advance written notice to Customer.

15.4 Billing. ProtoCall shall submit a statement of charges for services rendered to Customer by approximately the fifteenth (15th) day of the month for the following month's estimated charges based upon the Call Allowance, and the previous month's actual call charges in excess of the Call Allowance, if any. For billing purposes, total calls include all incoming calls that are 18 seconds or longer in duration forwarded or directed to ProtoCall by Customer and any outgoing telephone calls (18 seconds or longer in duration) made by ProtoCall while providing listed services to Customer's clients. Calls that are less than 18 seconds are not billed.

15.4.1 Rate Schedule.

Monthly Call Allowance	Monthly Pre-Paid Rate	Price per Call Over Allowance
50	\$1,287.50	\$ 26.75
100	\$2,575.00	\$ 26.75
150	\$3,862.50	\$ 26.75

15.4.2 Interpretation Fees. \$1.44 per minute

Exhibit B
Privacy Supplement to the ProtoCall Master Service Agreement

1. Definitions.

- 1.2** "Authorized Persons" means ProtoCall's employees, contractors, agents, and auditors to this Agreement who have a need to know or otherwise access Personal Information to enable ProtoCall to perform its obligations under this Agreement, and who are bound in writing by confidentiality and other obligations sufficient to protect Personal Information in accordance with the terms and conditions of this Agreement.
- 1.3** "Personal Information" means information that Client or Customer provides or for which Client or Customer provides access to ProtoCall, or information which ProtoCall creates or obtains on behalf of Client or Customer, in accordance with this Agreement that: (i) directly or indirectly identifies an individual (including, for example, names, signatures, addresses, telephone numbers, email addresses, and other unique identifiers); or (ii) can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, user identification and account access credentials or passwords, financial account numbers, credit report information, student information, biometric, genetic, health, or health insurance data, answers to security questions, and other personal identifiers), in case of both subclauses (i) and (ii), including Sensitive Personal Information as defined in Section 1(c). Client or Customer's business contact information is not by itself Personal Information
- 1.4** "Sensitive Personal Information" means information as defined under the Privacy Laws that may include an individual's (i) government-issued identification number, including Social Security number, driver's license number, or state-issued identification number; (ii) financial account number, credit report information, or credit, debit, or other payment cardholder information, with or without any required security or access code, personal identification number, or password that permits access to the individual's financial account; or (iii) biometric, genetic, health, or health insurance data].
- 1.5** "Privacy Laws" means all applicable Laws concerning the privacy, security, or Processing of Personal Information (including Laws of jurisdictions where Personal Information was collected), including, as applicable, data breach notification Laws, consumer protection Laws, Laws concerning requirements for website and mobile application privacy policies and practices, Social Security number protection Laws, data security Laws, and Laws concerning email, text message, or telephone communications. Without limiting the foregoing, Privacy Laws include: the Federal Trade Commission Act, the Telephone Consumer Protection Act, the Telemarketing and Consumer Fraud and Abuse Prevention Act, the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003, the Children's Online Privacy Protection Act, the California Consumer Privacy Act of 2018 (CCPA), the Computer Fraud and Abuse Act, the Electronic Communications Privacy Act, the Fair Credit Reporting Act, the Fair and Accurate Credit Transaction Act, the Health Insurance Portability and Accountability Act of 1996, as amended and supplemented by the Health Information Technology for Economic and Clinical Health Act of the American Recovery and Reinvestment Act of 2009, the Gramm-Leach-Bliley Act, the Family Educational Rights and Privacy Act, Personal Information Protection and Electronic

Documents Act (PIPEDA), the General Data Protection Regulation and all other similar international, federal, state, provincial, and local Laws.

1.6 "Data Breach or Security Incident" means any unauthorized access to or disclosure or acquisition of Personal Information, as defined under the relevant law, by act or omission that materially compromises the security, confidentiality, or integrity of Personal Information or the physical, technical, administrative, or organizational safeguards put in place by ProtoCall, or by Client or Customer should ProtoCall have access to Client or Customer's systems, that relate to the protection of the security, confidentiality, or integrity of Personal Information, or (ii) receipt of a complaint in relation to the privacy and data security practices of ProtoCall or a breach or alleged breach of this Agreement relating to such privacy and data security practices.

2. ProtoCall and Client or Customer Obligations.

2.1. ProtoCall Will.

- 2.1.1** Comply with the terms and conditions set forth in this Agreement.
- 2.1.2** Be responsible for any unauthorized creation, collection, receipt, transmission, access, storage, disposal, use, or disclosure of Personal Information under its control or in its possession.
- 2.1.3** Use and disclose Personal Information only for the purposes for which Client or Customer provides the Personal Information, or access to it, pursuant to the terms and conditions of this Agreement, and not use or otherwise disclose or make available Personal Information for ProtoCall's own purposes without Client or Customer's prior written consent. ProtoCall may aggregate, de-identify, or anonymize Personal Information and use such aggregated, de-identified, or anonymized data, which shall no longer be considered Personal Information, for its own research and development.

2.2 Client or Customer Will.

- 2.2.1** Comply with the terms and conditions set forth in this Agreement.
- 2.2.2** Be responsible for any unauthorized creation, collection, receipt, transmission, access, storage, disposal, use, or disclosure of Personal Information under its control or in its possession.
- 2.2.3** Comply with any applicable laws and regulations and use only secure methods, according to accepted industry standards, when transferring or otherwise making available Personal Information to ProtoCall.
- 2.2.4** Treat ProtoCall's Information Security Policy, as defined in Section 3(b) as Confidential Information under this Agreement.
- 2.2.5** Provide written notice to ProtoCall if any information Client or Customer provides to ProtoCall under this Agreement contains Personal Information. ProtoCall will not be responsible for determining on its own that any information Client or Customer provides under this Agreement qualifies as Personal Information.

3. Information Security.

- 3.1.** ProtoCall will comply with applicable laws and regulations in its creation, collection, receipt, access, use, storage, disposal, and disclosure of Personal Information.

3.2. ProtoCall will employ reasonable security measures to protect Personal Information in accordance with ProtoCall's information security policy as amended from time to time ("Information Security Policy").

4. Data Breach or Security Incident Procedures.

4.1. ProtoCall maintains a cyber incident breach response plan, a current copy of which will be provided to Client or Customer upon request in accordance with accepted industry standards ("Cyber Incident Response Plan") and will implement the procedures required under such plan on the occurrence of a Data Breach.

4.2. ProtoCall will notify Client or Customer of a Data Breach or Security Incident as soon as reasonably practicable after ProtoCall becomes aware of it but no later than five (5) business days.

4.3. Immediately following ProtoCall's notification to Client or Customer of a Data Breach or Security Incident, the parties will coordinate with each other, as necessary, to investigate the Data Breach or Security Incident in accordance with ProtoCall's current Cyber Incident Response Plan.

4.4. ProtoCall will reimburse Client or Customer for actual reasonable costs incurred by Client or Customer to provide any legally required notice or services to individuals affected by a Data Breach or Security Incident.

4.5. ProtoCall agrees that it will not inform any third-party of any Data Breach or Security Incident without Client or Customer's prior consent, other than to inform a complainant that the matter has been forwarded to Client or Customer's legal counsel.

5. Security Controls Review or Audit. At least annually, ProtoCall will obtain a security controls review, or audit performed by an independent third-party based on recognized industry standards, as specified in Section 3(b). ProtoCall will make results of such controls review or audit available to Client or Customer upon request and will timely address noted exceptions.

6. Return or Disposal of Personal Information. At any time during the term of this Agreement at Client or Customer's written request or on the termination or expiration of this Agreement, ProtoCall will promptly return to Client or Customer or securely dispose of all Personal Information in its and notify Client or Customer that such Personal Information has been returned to Client or Customer or disposed of securely. If ProtoCall is not reasonably able to return or securely dispose of Personal Information, including, but not limited to, Personal Information stored on backup media, ProtoCall will continue to protect such Personal Information in accordance with the terms of this Agreement until such time that it can reasonably return or securely dispose of such Personal Information.

COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS

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

3. Contractor Information: Contractor: **Washington Gorge Action Program**

Contact Person: Leslie Naramore
 Title: Executive Director
 Address: PO Box 805
 Address: Bingen, WA 98605
 Phone: (509) 493-2662

4. Brief description of purpose of the contract and County's contracted duties:
Renews the existing Homeless Housing contract for the Permanent Supportive/Transitional Housing Program and Emergency Shelter Program

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

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

- Exempt (Purchase is \$2,500 or less upon order of the Board of Commissioners)
- Informal Bid Process (Formal Quotes between \$2,500 and \$25,000)
- Formal Sealed Bid Process (Purchase is over \$25,000)
- This contract was awarded under RCW 39.29 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.
Advertised to the public for these services. No other qualified applicant was found

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)


Amount Budgeted in Current Year:	\$95,000	Source: <u>2022 Budget</u>
Total Non-County Funds Committed:	\$-0-	Source: _____
Total County Funds Committed:	\$95,000	
TOTAL FUNDS COMMITTED:	\$95,000	

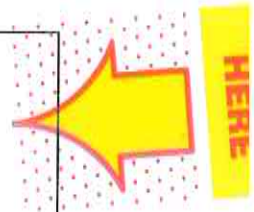
7. County Contact Person: Name: Allen Esacson
 Title: Data and Finance Manager

8. Department Approval: 
 Department Head or Elected Official Signature

Special Comments:

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	Community Health Department	Signature
<u>AGENDA DATE</u>	BOCC 3/8/2022	
<u>SUBJECT</u>	WGAP Homeless Housing Contract	
<u>ACTION REQUESTED</u>	Signature	



SUMMARY/BACKGROUND

Renews the existing Homeless Housing contract for the Permanent Supportive/Transitional Housing Program and Emergency Shelter Program

FISCAL IMPACT

Up to \$95,000 in 2022.

RECOMMENDATION

Approve

LIST ATTACHMENTS

- Face Sheet
- Contract
- Attachment A - Scope of Work

**SKAMANIA COUNTY - PROFESSIONAL SERVICE CONTRACT
BETWEEN SKAMANIA COUNTY
AND WASHINGTON GORGE ACTION PROGRAMS**

THIS CONTRACT, by and between **SKAMANIA COUNTY**, a municipal corporation, hereinafter referred to as the "**COUNTY**", and **WASHINGTON GORGE ACTION PROGRAMS**, hereinafter referred to as the "**CONTRACTOR**",

WITNESSETH THAT:

1. AUTHORITY TO CONTRACT.

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

2. INDEPENDENT CONTRACTOR STATUS.

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

- B. The **CONTRACTOR** represents that it is capable of providing the services contracted for herein; that it is the usual business of the **CONTRACTOR** to provide such services.

3. **SERVICES TO BE RENDERED.**

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

4. **TERMS OF CONTRACT**

The contract shall begin on January 1, 2022 and terminate on December 31, 2022; PROVIDED that, in the event this contract is a personal services contract, not exempt under Chapter 39.29 of the Revised Code of Washington, this contract shall not be effective until the requirements of said statute have been met. The County may terminate this contract earlier upon fourteen (14) days written notice.

5. **PERFORMANCE AND PAYMENT BONDS (If Applicable)**

Per RCW 39.08.010, the Contractor shall provide a non-corporate surety bond for performance and payment guarantee in the full amount of the contract or in lieu of the bond, the County, at the request of the contractor, may retain fifty percent of the contract amount for a period of thirty days after the date of final acceptance, or until receipt of all necessary releases from the department of revenue and the department of labor and industries and settlement of any liens filed under chapter 60.28 RCW, whichever is later and applicable. Said bonds shall be delivered to the County business office prior to the commencement of work and not later than fifteen (15) calendar days after notification of award of bid.

6. **PAYMENTS FOR SERVICES.**

- A. The consideration for the services to be performed by the **CONTRACTOR** shall not exceed \$95,000 including Washington sales tax, and shall be paid as outlined below.
- B. Payment on the account of the contracted services shall be made not more than monthly, based on submission by the **CONTRACTOR** to the **COUNTY'S** contracting officer of reports and invoices describing the services performed in sufficient detail to enable the **COUNTY'S** contracting officer to adequately determine the services for which payment is sought. Payment is due within thirty (30) days of submission of accepted detailed invoice.

- C. The **CONTRACTOR** agrees that funds received from the **COUNTY** can be expended for only public purposes and the **CONTRACTOR** will keep identifiable financial and performance books and records of all funds received pursuant to this contract from the **COUNTY** detailing the receipts and expenditures of such funds; that these detailed accounting records shall be made available at all reasonable times to any county, state, or federal auditor, whose duties include auditing these funds.

7. **INSURANCE**

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

8. **INDEMNIFICATION**

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

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

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

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

9. **GOVERNING LAW.**

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

10. **ASSIGNABILITY.**

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

11. **EQUAL EMPLOYMENT OPPORTUNITY.**

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

12. **NONCOMPLIANCE WITH NONDISCRIMINATION PLAN**

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

13. **DISPUTES**

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

- a. be in writing; and
- b. state the disputed issues; and
- c. state the relative positions of the parties; and
- d. state the **CONTRACTOR'S** name, address, and the **COUNTY** department the contract is with; and
- e. be mailed to the Board of 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.

14. **WAGE AND HOUR COMPLIANCE.**

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

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

- A. The parties hereto agree that TIME IS OF THE ESSENCE of this contract.
- B. If the **CONTRACTOR** shall fail to fulfill in a timely manner any of the covenants of this agreement, the **COUNTY** shall have the right to terminate this agreement by giving the **CONTRACTOR** seven (7) day's notice, in writing, of the **COUNTY'S** intent to terminate and the reasons for said termination. And in the event of any such termination the **CONTRACTOR** shall be liable for the difference between the original contract and the replacement or cover contract as well as all administrative costs directly related to the replacement contract; that in such event the **COUNTY** may withhold from any amounts due the **CONTRACTOR** for such work or

completed services any balances due the Contractor, and said amounts shall be used to totally or partially offset the COUNTY'S damages as a result of the CONTRACTOR'S breach to the extent they are adequate.

C. Either party may cancel the contract, without fault, by giving the other party 14 days written notice.

16. **OWNERSHIP OF WORK PRODUCTS.**

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

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

DATED this _____ day of _____ 20_____.

**SKAMANIA COUNTY
BOARD OF COMMISSIONERS**

**WASHINGTON GORGE
ACTION PROGRAMS**

Chairman

Leslie Naramore, Director

Commissioner

Date

Commissioner

APPROVED AS TO FORM ONLY:

ATTEST:

Prosecuting Attorney

Clerk of the Board

**ATTACHMENT A
STATEMENT OF WORK**

WASHINGTON GORGE ACTION PROGRAMS (WGAP)

WGAP will act as the Skamania County Homeless Housing contractor.

WGAP will be responsible for:

Provide 5 units including utilities of scattered site leasing for Transitional Housing and/or Permanent Supportive Housing:

- The Transitional Housing Program/Permanent Supporting Housing Program will target homeless individuals and families. The program will provide residential stability while the enrolled households work toward self sufficiency.
- Enrollees will establish long term and monthly goals, learn and use a budget, attend enrollee meetings and workshops, and meet weekly with the case manager for guidance and support.
- Proof of completion of the above expectations shall be provided yearly during WGAP's annual review and as requested by the Homeless Housing Council's request.

Provide 5 rooms in a common facility for Emergency Shelter:

- The Shelter Program will be available to any individual or family who was homeless with inadequate resources to obtain either short or long-term housing.
- The program will provide a temporary residence while the individual or family sought additional resources and/or housing.
- WGAP Case Management services will provide information on resources, housing search assistance, access to a phone/messages and, as appropriate, rental assistance for first month rent and/or security deposit.
- Contractor agrees that county maintenance may be performed with WGAP notification and WGAP employee will accompany county staff. County employee will sign contractor's client confidentiality policy at time of entry.

Contractor agrees that county maintenance may be performed with WGAP notification and WGAP employee will accompany county staff. County employee will sign contractor's client confidentiality policy at time of entry.

WGAP agrees to update the 5 year Homeless Housing Plan with direction and agreement from the Homeless Housing Council.

On a quarterly basis, WGAP will submit statistical information on program progress to Skamania County Community Health and Homeless Housing Council.

WGAP agrees to an annual fiscal review by the county and will provide all requested information necessary to complete said review.

Invoices for services shall be submitted by the 20th of the month following the month when services were provided.

WGAP will provide COUNTY with copy of insurance as agreed upon in contract.

WGAP will provide a one year budget showing the cost per unit; case manager salary and related supplies/expenses within 30 days of execution of this agreement.

WGAP agrees to staff the housing office so that services are available to the community during business hours.

**SKAMANIA COUNTY
BOARD OF COMMISSIONERS**

**WASHINGTON GORGE
ACTION PROGRAMS**

Chairman

Leslie Naramore, Director

Commissioner

Date

Commissioner

COMMISSIONER'S AGENDA ITEM

SUBMITTED BY	<i>Human Resources</i> Department	<i>Debi Van Camp</i> Signature
AGENDA DATE	<i>March 8, 2022</i>	
SUBJECT	<i>New Traffic Specialist Assistant Road Worker</i> <i>Job Description and set salary</i>	
ACTION REQUESTED	<i>Approve new Job Description & set salary</i>	

SUMMARY/BACKGROUND

Public Works has a grant to provide retro-reflectivity on road signs throughout Skamania County. This requires the individual in the position to be at least 60 years of age. We are combining it with one of our temporary summer and winter positions. This will make the position a 75% position which will be union and have benefits.

FISCAL IMPACT

At Range 15 Approximately \$40,000 per year
At Range 17 Approximately \$45,000 per year.
Funds are already budgeted for 2022

RECOMMENDATION

Approve revised job description and set the salary range at 15 without a commercial driver's license and at range 17 with a commercial driver's license.

LIST ATTACHMENTS

Traffic Specialist Assistant Road Worker Job Description

MOTION

The Skamania County Board of Commissioners hereby approves the a new Traffic specialist Assistant Road Worker job description and sets the salary at Range 15 without a commercial driver's license and at range 17 with a commercial driver's license.

**SKAMANIA COUNTY
BOARD OF COMMISSIONERS**

Chairman

Date:

Commissioner

ATTEST:

Commissioner

Clerk of the Board

Commissioner ____
Commissioner ____
Commissioner ____

SKAMANIA COUNTY

JOB DESCRIPTION

**TITLE: PART-TIME TRAFFIC SPECIALIST
ASSISTANT/ ROAD WORKER**

**FLSA STATUS: Non-Exempt
Approved:**

PUBLIC WORKS

**Range 15 (no CDL)
Range 17 (with CDL)**

SUMMARY

Under the supervision of the Public Works Road Maintenance Superintendent, and the Assistant County Engineer/County Engineer, this position provides ditch and road maintenance work for Skamania County involving the use of hand tools, power hand tools and equipment operation of light to medium trucks. Though hours will vary, this is a part-time position not to exceed annual hours of 75% of a full-time position. This position is part of an annual nighttime visual inspection maintenance program to conduct nighttime visual inspection without requiring the need for specific markings or retro-reflectivity measurements. This inspection relies on the judgment of an inspector that is at least 60 years old and will require intermittent nighttime work. When not performing visual retroreflective inspections, this position will serve as part of the maintenance crew and receives job instruction from a road foreman, or lead person. As a member of the crew, employee must demonstrate a positive attitude towards work assignments. Work may be performed without direct or immediate supervision. Work performance is reviewed while in progress and upon completion for conformance with instructions received and results obtained. Assignments require working outdoors in all weather conditions.

ESSENTIAL FUNCTIONS

Performs nighttime visual inspections to measure compliance with Retro-reflectivity requirements.

Performs duties including snow removal and sanding, cleaning drain basins and culverts, etc.

May operate dump trucks, hauling and unloading rock, soil and other loads as directed.

Performs various roadside maintenance duties including cutting and clearing brush, tree falling and trimming and storm system maintenance.

Assists Traffic Control Specialist in repairing/replacing and installing signs.

Assists Engineering Division in data acquisition of various roadside features including signs and guardrails.

Operates chain saws to cut trees out of right-of-ways and during brush cutting operations.

Performs traffic control activities around the work zones as necessary.

Maintains records as required by the department.

Responds to emergency situations as needed.

PERIPHERAL FUNCTIONS

Performs other duties as assigned.

KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of the care, maintenance, and safe operation of assigned equipment.

Knowledge of occupational hazards and safety procedures applicable to the work.

Skill in the operation of assigned equipment.

Skill in functioning effectively as a member of a team.

Ability to establish and maintain effective working relationships with other employees, supervisors and the public.

Ability to understand and execute oral and written instructions and to work independently in performing regular work duties.

Ability to detect repairs needed and to make minor adjustments to equipment.

Ability to perform strenuous work outdoors for extended periods of time in all types of weather conditions, under emergency and non-emergency situations.

EDUCATION AND EXPERIENCE

High school diploma or G.E.D. and previous experience in commercial driving and equipment operation, OR an equivalent combination of education and experience that provides the knowledge, skills, and abilities to perform the essential functions of the position. Must have training in the visual inspection of road and pavement markings within 6 months of starting position.

LICENSES/CERTIFICATES

Possession of a valid State driver's license; Possession of a valid Class A or B State Commercial Driver's License desired.

Possession of a valid CPR and First Aid Card;

WORKING CONDITIONS

Work is performed outdoors under varying weather conditions. Working alone for extended periods of time may be required. Potential hazards exist in working with and around the equipment required to perform the work, working near frequently traveled roads, highways, or streets, utilities, driving to and from job sites and extreme weather conditions. Shift work is required during weather conditions that warrant it. Incumbents must be able to respond to off-hours emergencies.

PHYSICAL REQUIREMENTS

The duties of the above position require the incumbent to be 60 years of age or older, require the strength and agility to perform equipment operation and manual labor out of doors for extended periods of time in varying weather conditions, as well as pushing, pulling, shoveling, walking, climbing, stooping, bending, reaching, kneeling, twisting, and the ability to lift up to 50 pounds. Requires finger dexterity, sense of touch, gripping with fingers and hands; ability to see, hear voice conversation, and to speak.

The statements contained herein reflect general details as necessary to describe the essential functions of this job, the level of knowledge and skills typically required, and the scope of responsibility, but should not be considered an all-inclusive listing of work requirements. Individuals may perform other duties as assigned, including work in other functional areas to cover absences or relief to equalize peak work periods to balance the workload.

It is the policy of Skamania County to not discriminate against any person with regard to race, color, national origin, sex, age, religion, physical/mental disability, creed, marital status, pregnancy and maternity, sexual orientation, gender identity, veteran status, guide dog or service animal and genetic information or any other protected status under federal or state statute.

COMMISSIONER'S AGENDA ITEM

SUBMITTED BY	<i>Human Resources</i> Department	 Signature
AGENDA DATE	<i>March 8, 2022</i>	
SUBJECT	<i>New Permit Technician/Assistant Building Inspector</i> <i>Job Description and set salary</i>	
ACTION REQUESTED	<i>Approve new Job Description & set salary</i>	

SUMMARY/BACKGROUND

Community Development's permit load has increased substantially over the past several years and the department's building staff now provides contract services to three other jurisdictions. The department is in need of assistance for helping with inspections, and permit and plan reviews. This position would assist the Building Official and Assistant Building Official and help lessen their work-load while helping the department provide an increased level of service to county residents and clients.

FISCAL IMPACT

This is budgeted in the 2022 Community Development budget.

RECOMMENDATION

Approve revised job description and set the salary range at 20.

LIST ATTACHMENTS

Permit Technician/Assistant Building Inspector Job Description

MOTION

The Skamania County Board of Commissioners hereby approves the Permit Technician/Assistant Building Inspector job description and sets the salary at Range 20.

**SKAMANIA COUNTY
BOARD OF COMMISSIONERS**

Chairman

Commissioner

Commissioner

Date:

ATTEST:

Clerk of the Board

Commissioner _____
Commissioner _____
Commissioner _____

SKAMANIA COUNTY

JOB DESCRIPTION

TITLE: PERMIT TECHNICIAN/
ASSISTANT BUILDING INSPECTOR

FLSA STATUS:
Approved: 3/08/2022
Range: 18-20

SUMMARY:

Under direct supervision of the Building Official/Fire Marshal, this position is responsible for complex administrative and technical duties in the ~~Building Inspection and Environmental Health Division of the Public Works Department~~Community Development Department. Responsible for the proper application and issuance of permits and compliance with County, State and Federal practices. Works with public, inter-departmental, and inter-governmental contacts. Performs other essential duties in support of departmental objectives to ensure safety, health and general welfare of the general public and business community.

ESSENTIAL FUNCTIONS:

Responsible to provide answers to customers in person, telephone and email inquiries regarding construction, building code, County code, rules and development regulations. Provides information about basic construction/design requirements and provides appropriate information to help with specific projects.

Provides a full range of administrative assistance to Building Official/Fire Marshal.

Relieves Building Official/Fire Marshal of administrative tasks such as gathering and analyzing information and preparing reports with little direction other than a brief description of results expected.

Accepts and determines completeness of various types of permit applications prior to acceptance including the review and interpretation of plans, specifications and documents for compliance with specific County adopted building and development codes.

Reviews plans and specifications to determine code compliance resulting in issuance of building permits; verifies that plans and drawings are drawn to scale with sufficient clarity and detail to indicate nature and character of work; interprets codes, ordinances, International Building Code and regulations using sound professional judgment, noting instances of noncompliance on plans and correction sheets and suggesting modifications to bring plans into compliance; submits reports detailing items of noncompliance to builder for correction; approves and signs plans meeting code requirements.

Provides information related to individual projects and assistance to building inspectors, planning staff and other internal and external customers

Tracks and answers questions related to status of permit application; contacts applicant when permit has met all County requirements and State Codes and is ready for issuance; communicates with personnel from other departments and agencies regarding status of permits.

Schedules and logs requests for inspections in coordination with the Building Official and/or Assistant Building Inspector to be completed by other divisions of the ~~Public Works~~Community Development Department. Issues correction notices for code infractions and stop work orders as directed by the Building Inspector.

Performs on-site inspections of residential buildings in the process of construction, alteration, or repair to ensure compliance with approved plans and applicable code requirements, in the absence of a Building Inspector.

Assists in developing for adoption by the Board of County Commissioners necessary ordinances and resolutions with respect to building related activities.

Receives and records complaints, code violations, nuisance ordinance and does initial investigation for the Building ~~Department~~Division.

Researches, prepares, creates and reviews technical reports, correspondence, forms and other documents.

Assists with establishment and revisions of building inspection and permitting procedures, practices, policies, and rules as needed.

Coordinates permitting process with outside jurisdictions under contract.

PERIPHERAL FUNCTIONS:

Working knowledge of the Building Inspection functions.

Assists Fire Marshall and other department staff as necessary. Directs publication of burn ban notices to the public and other governmental agencies.

Performs other duties as assigned or as needed.

KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of zoning and other land use codes and the ability to use the appropriate regulatory agency, manuals and/or guidelines.

Knowledge of the Building Inspection, Planning, and Environmental Health Division procedures and the permit process including municipal liabilities.

Knowledge of commonly used construction methods and terminology.

Knowledge of the administrative procedures of the current Washington State Building Codes, and prescriptive requirements.

Knowledge of the Skamania County Code as it relates to the ~~Building Inspection and Environmental Health Division and the Public Works Department~~Community Development Department.

Knowledge of procedures for maintenance and storage of records, files, documents and logs related to permit issuance.

Skills in organization and time management.

Skill in Inspection processes.

Skill in applying Building Inspection, Planning and Environmental Health Division laws, codes, and regulations.

Skill in research of laws and regulations.

Ability to work independently and with others in a professional and courteous manner under varying circumstances.

Ability to read, comprehend, interpret and approve residential building plans, blueprints, sketches, and other specifications commonly used in home construction.

Ability to research and interpret federal, state, and county laws, codes, regulations, and policies and ability to communicate such to department staff.

Ability to apply regulations, codes and laws in a courteous and efficient manner.

EDUCATION AND EXPERIENCE:

High school diploma or GED.

International Code Council Permit Technician Certification ~~or ability to obtain within 12 months of employment required~~. Course work to maintain or improve position capability shall be continued during employment.

Ability to obtain International Code Council Plans Examiner Certification ~~and or~~ Residential Building Inspector Certification within 12 months of employment required.

Minimum three years' administrative work experience in a building inspection program or similar public office providing the same or directly related service.

Ability to speak, read, and write the English language.

LICENSES:

A valid driver's license and the ability to drive county vehicles is required.

WORKING CONDITIONS:

Work is performed primarily in an office environment with prolonged sitting, standing, and computer usage; occasional site visits and inspections are required. There is some exposure to noise, fumes, odors and dust as well as to poor ventilation, slippery work surfaces and the hazards related to water and electricity during inspections. Use of protective clothing such as hardhat, steel-toed boots; safety vest and rain gear may be required at times. The environment is sometimes stressful with competing priorities. Meeting customer needs and/or performing work with interruptions is a job element, which must be successfully managed.

Provide Driver's Abstract Meeting Clounty Vehicle Use Policy.

The statements contained herein reflect general details as necessary to describe the essential functions of this job, the level of knowledge and skills typically required, and the scope of responsibility, but should not be considered an all-inclusive listing of work requirements. Individuals may perform other duties as assigned, including work in other functional areas to cover absences or relief, to equalize peak work periods, or otherwise to balance the workload.

It is the policy of Skamania County to not discriminate against any person with regard to race, color, national origin, sex, age, religion, physical/mental disability, creed, marital status, pregnancy and maternity, sexual orientation, gender identity, veteran status, guide dog or service animal, and genetic information or and any other protected status under

| federal or state statute and to make reasonable accommodations as needed.

SKAMANIA COUNTY

JOB DESCRIPTION

TITLE: PERMIT TECHNICIAN/
ASSISTANT BUILDING INSPECTOR

FLSA STATUS:
Approved: 3/08/2022
Range: 20

SUMMARY:

Under direct supervision of the Building Official/Fire Marshal, this position is responsible for complex administrative and technical duties in the Community Development Department. Responsible for the proper application and issuance of permits and compliance with County, State and Federal practices. Works with public, inter-departmental, and inter-governmental contacts. Performs other essential duties in support of departmental objectives to ensure safety, health and general welfare of the general public and business community.

ESSENTIAL FUNCTIONS:

Responsible to provide answers to customers in person, telephone and email inquiries regarding construction, building code, County code, rules and development regulations. Provides information about basic construction/design requirements and provides appropriate information to help with specific projects.

Provides a full range of administrative assistance to Building Official/Fire Marshal.

Relieves Building Official/Fire Marshal of administrative tasks such as gathering and analyzing information and preparing reports with little direction other than a brief description of results expected.

Accepts and determines completeness of various types of permit applications prior to acceptance including the review and interpretation of plans, specifications and documents for compliance with specific County adopted building and development codes.

Reviews plans and specifications to determine code compliance resulting in issuance of building permits; verifies that plans and drawings are drawn to scale with sufficient clarity and detail to indicate nature and character of work; interprets codes, ordinances, International Building Code and regulations using sound professional judgment, noting instances of noncompliance on plans and correction sheets and suggesting modifications to bring plans into compliance; submits reports detailing items of noncompliance to builder for correction; approves and signs plans meeting code requirements.

Provides information related to individual projects and assistance to building inspectors, planning staff and other internal and external customers

Tracks and answers questions related to status of permit application; contacts applicant when permit has met all County requirements and State Codes and is ready for issuance; communicates with personnel from other departments and agencies regarding status of permits.

Schedules and logs requests for inspections in coordination with the Building Official and/or Assistant Building Inspector to be completed by other divisions of the Community Development Department. Issues correction notices for code infractions and stop work orders as directed by the Building Inspector.

Performs on-site inspections of residential buildings in the process of construction, alteration, or repair to ensure compliance with approved plans and applicable code requirements, in the absence of a Building Inspector.

Assists in developing for adoption by the Board of County Commissioners necessary ordinances and resolutions with respect to building related activities.

Receives and records complaints, code violations, nuisance ordinance and does initial investigation for the Building Division.

Researches, prepares, creates and reviews technical reports, correspondence, forms and other documents.

Assists with establishment and revisions of building inspection and permitting procedures, practices, policies, and rules as needed.

Coordinates permitting process with outside jurisdictions under contract.

PERIPHERAL FUNCTIONS:

Working knowledge of the Building Inspection functions.

Assists Fire Marshall and other department staff as necessary. Directs publication of burn ban notices to the public and other governmental agencies.

Performs other duties as assigned or as needed.

KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of zoning and other land use codes and the ability to use the appropriate regulatory agency, manuals and/or guidelines.

Knowledge of the Building Inspection, Planning, and Environmental Health Division procedures and the permit process including municipal liabilities.

Knowledge of commonly used construction methods and terminology.

Knowledge of the administrative procedures of the current Washington State Building Codes, and prescriptive requirements.

Knowledge of the Skamania County Code as it relates to the Community Development Department.

Knowledge of procedures for maintenance and storage of records, files, documents and logs related to permit issuance.

Skills in organization and time management.

Skill in Inspection processes.

Skill in applying Building Inspection, Planning and Environmental Health Division laws, codes, and regulations.

Skill in research of laws and regulations.

Ability to work independently and with others in a professional and courteous manner under varying circumstances.

Ability to read, comprehend, interpret and approve residential building plans, blueprints, sketches, and other specifications commonly used in home construction.

Ability to research and interpret federal, state, and county laws, codes, regulations, and policies and ability to communicate such to department staff.

Ability to apply regulations, codes and laws in a courteous and efficient manner.

EDUCATION AND EXPERIENCE:

High school diploma or GED.

International Code Council Permit Technician Certification. Course work to maintain or improve position capability shall be continued during employment.

Ability to obtain International Code Council Plans Examiner Certification or Residential Building Inspector Certification within 12 months of employment required.

Minimum three years' administrative work experience in a building inspection program or similar public office providing the same or directly related service.

Ability to speak, read, and write the English language.

LICENSES:

A valid driver's license and the ability to drive county vehicles is required.

WORKING CONDITIONS:

Work is performed primarily in an office environment with prolonged sitting, standing, and computer usage; occasional site visits and inspections are required. There is some exposure to noise, fumes, odors and dust as well as to poor ventilation, slippery work surfaces and the hazards related to water and electricity during inspections. Use of protective clothing such as hardhat, steel-toed boots; safety vest and rain gear may be required at times. The environment is sometimes stressful with competing priorities. Meeting customer needs and/or performing work with interruptions is a job element, which must be successfully managed.

Provide Driver's Abstract Meeting C1ounty Vehicle Use Policy.

The statements contained herein reflect general details as necessary to describe the essential functions of this job, the level of knowledge and skills typically required, and the scope of responsibility, but should not be considered an all-inclusive listing of work requirements. Individuals may perform other duties as assigned, including work in other functional areas to cover absences or relief, to equalize peak work periods, or otherwise to balance the workload.

It is the policy of Skamania County to not discriminate against any person with regard to race, color, national origin, sex, age, religion, physical/mental disability, creed, marital status, pregnancy and maternity, sexual orientation, gender identity, veteran status, guide dog or service animal, and genetic information or and any other protected status under federal or state statute and to make reasonable accommodations as needed.

COMMISSIONER'S AGENDA ITEM

SUBMITTED BY	<i>Human Resources</i> Department	 Signature
AGENDA DATE	<i>March 8, 2022</i>	
SUBJECT	<i>Engineering Technician Maintenance and Data Collection</i>	
ACTION REQUESTED	<i>Approve new Job Description & set salary</i>	

SUMMARY/BACKGROUND

Public works is redesigning the workloads for the three Engineering positions in the office. Currently there is one Engineering Tech II position, one Engineering Tech III position and one vacant Engineering Tech IV position. The workload and knowledge necessary to be proficient at the job requires separating the duties of these positions. It is proposed and budgeted to change these to three Engineering Tech III positions with definitive duties but also overlapping knowledge to assist each other

FISCAL IMPACT

This is budgeted in the 2022 Public Works County Road budget

RECOMMENDATION

Approve revised job description and set the salary range at 21.

LIST ATTACHMENTS

Engineering Technician Maintenance and Data Collection Job Description

MOTION

The Skamania County Board of Commissioners hereby approves the Engineering Technician Maintenance and Data Collection job description and sets the salary at Range 21.

**SKAMANIA COUNTY
BOARD OF COMMISSIONERS**

Chairman

Date:

Commissioner

ATTEST:

Commissioner

Clerk of the Board

Commissioner ____
Commissioner ____
Commissioner ____

SKAMANIA COUNTY JOB DESCRIPTION

TITLE: ENGINEERING TECHNICIAN FLSA STATUS: Non-Exempt
(Maintenance and Data Collection) Approved: 1-26-99
PUBLIC WORKS Revised: 1/10, 9/16, 3/22
Range: 21

SUMMARY:

Under the direction of the County Engineer and/or Assistant County Engineer, this position performs engineering task assignments and provides assistance to engineers and other technical staff in the engineering division of the Public Works Department. Typical duties include geomatic surveying and field collection of various asset management data, researches and recommends engineering warrants and standards from the Manual on Uniform Traffic Control Devices (MUTCD); assist in the contract development for maintenance and small works projects; performs engineering inspections for Community Development submittals and road approach permits, and uses GIS, Civil 3D, adobe, Microsoft products and other computer software in routine work tasks.

ESSENTIAL FUNCTIONS:

With minimal supervision, uses Civil 3D and Infinity software to transpose, process, and quality check survey data from the Total Station and GNSS equipment. Exports, uploads and saves survey data to County's GIS, County Road Administration Board's (CRAB's) GIS-Mo and County's Civil 3D/Infinity databases.

With minimal supervision, prepares ADT, speed and vehicle tonnage classification reports, Origin and Destination Studies and intersections studies in accordance with AASHTO and other design standards through Highway Data Management (HDM) software. Installs temporary traffic analyzer (counters) on roadways.

Under the direction of the County Engineer and/or Assistant County Engineer, performs field inspections to ensure compliance with stormwater, private roads, and other engineering standards on Community Development submittals.

Serves as the project inspector, developer and coordinator for the stockpile rock, pit crushing and striping contract. Assists in the preparation of the contract documents, uses the PS&E or other programs to incorporate the latest WSDOT special provisions and County specifications; assists on project cost estimates; researches LAG manual or other project specific requirements; monitors project materials; reviews invoice submittals, assures compliance with local, state and federal regulations and coordinates resources for the contracts.

Accurately inventories, surveys, data entries, and inspects guardrail, culverts, signs, shoulders, ADA ramps/sidewalks, road markings, etc. into CRAB's GIS-Mo and ESRI field applications.

With minimal supervision, performs annual visual inspections of County roads for determining Pavement Structural Condition for use in maintenance and long-term planning decisions. Inputs the inspections into the CRAB's Visrate software to collect pavement distress data. Synchronizes and uploads inspections into CRAB's GIS-Mo.

With minimal supervision, assist in the review of road approach permits and performs field inspections for the County Engineer and/or Assistant County Engineer.

Corresponds accurately and in detail with other employees, supervisors, departments, agencies, contractors, and the public.

Routinely verifies radio connectors, repeaters sites and fuel sites are working properly and transmitting.

With minimal supervision researches, prepares, and recommends pavement markings and traffic control devices for installations and orders to the County Engineer and/or Assistant County Engineer that meets engineering warrants and standards in the latest edition of the MUTCD and Standard Highway Signs and Markings.

Manages the small works roster within the Municipal Research and Services Center (MRSC). Generates small works roster reports for contractors to perform maintenance and inventory repairs and improvements as directed by the County Engineer.

Serves as the project inspector and coordinator for small works roster contracts on non-compliant maintenance and inventory. Assists in the preparation of the contract documents, monitors project materials, reviews invoice submittals, and assures contractors compliance with the latest WSDOT and County standard plans.

With minimal supervision, analyzes and field verifies accident reports and completes the County Location Coding Form (CLCF) and reports to the State to comply with annual reporting mandates.

Acts as lead in surveying rock stockpiles with the Total Station and GNSS equipment to create surfaces in the FieldGenius application that computes rock volumes and quantities.

Performs turbidity and PH testing of the surrounding lakes near the County's pit and inspect surrounding berms to prevent hazards into the lakes. Completes the Discharge Monitoring Report (DMR) and upload the results into Secure Access Washington.

Assists in the development and updates of the County's Six-Year Transportation Improvement plan, Local Safety Plan, ADA Plan, Comprehensive Plan and other annual road improvement and maintenance plans.

Assists in the Regional Road Maintenance Program documentation for the Road Department under the direction of the County Engineer and/or Assistant County Engineer. Regulate Best Management Practices (BMP's) in maintenance projects to ensure compliance with regulations

Assists in the evaluation of prospective bidders, consultants and others.

Assists in the coordination of resources in the completion of projects.

Performs flagging and assists Road Department as necessary and may need to perform these duties on overtime or on weekends and/or holidays in emergencies.

Perform other work as assigned.

KNOWLEDGE, SKILLS AND ABILITIES:

Comprehensive knowledge of basic mathematics, geometry, coordinate geometry, and trigonometry.

Extensive knowledge of business correspondence and English composition.

Knowledge of the functions of county government and the inter-relationships between departments and outside cooperating agencies.

Knowledge of applicable federal, state, and local rules policies, procedures and regulations of the department and organization and management of programs.

Knowledge of the Manual on Uniform Traffic Control Devices (MUTCD) and other engineering manuals and standards.

Knowledge of PC (Microsoft Windows) applications and operations.

Knowledge of Geographic Information System (GIS).

Knowledge of ESRI field collection applications.

Knowledge of Global Position System (GPS) or Global Navigation Satellite System (GNSS) hardware and software utilization.

Knowledge of Civil 3D, Infracore and AutoCAD.

Knowledge of Infinity and Field Genius Software, equivalent survey software.

Skill in effective organization and time management.

Skill in active listening so that all pertinent information is available for staff responses to inquiries from the public or other agencies.

Skill in analyzing, defining and resolving problems effectively.

Skill and accuracy in data entry.

Skill in records management and filing.

Skill in communicating with the public in a courteous, friendly and effective manner.

Ability to self-check own work to ensure accuracy and completeness.

Ability to prepare and interpret engineering plans and specifications.

Ability to provide professional, courteous, respectful and efficient customer service and maintain effective communication with the general public, clients, staff members, volunteers, and other departments and agencies under varying circumstances; and to calmly handle routine or emergency situations sometimes with diverse and/or irate individuals.

Ability to effectively coordinate a variety of activities with other governmental entities, private parties, contractors, and professionals.

Ability to use independent judgment, make decisions, and accept responsibility for assigned work to achieve the most effective performance of all job assignments with minimum amount of supervision.

Ability to understand and promote the mission of the department; participate in departmental training; effectively and efficiently carry out the policies and procedures and strive for personal excellence in the programs and duties of the department.

Ability to prepare and maintain accurate, clear and concise files, reports and records; both electronic and paper for departmental programs, and to communicate clearly and concisely, orally and in writing.

Ability to accept and contribute to changes, within the department, while maintaining a positive attitude and outstanding work ethic.

Ability to obtain and maintain a current Traffic Control Certificate and Flagging Certificate.

Ability to make mathematical calculations quickly and accurately.

EDUCATION AND EXPERIENCE:

Possession of or ability to obtain a certificate of proficiency in Survey & Geomatics Technician – GIS or Civil Engineering Technology and three years of related experience or five years of appropriate training or an equivalent combination of experience and education which provides the knowledge skills and abilities necessary to perform the essential functions of the position.

Must be physically capable of safely moving about on construction work sites.

Ability to speak, read, and write the English language.

Possession of, or the ability to obtain a valid State drivers license.

WORKING CONDITIONS:

Work is performed approximately 50% in an office environment and approximately 50% in the field providing construction inspections, performing surveys, collecting data, and/or site reviews. Field activities may include work in moderate to extreme weather conditions. Office activities include working at a computer terminal, writing, and filing. Overtime may be required and working outside of a regular shift may be required during emergency situations.

PHYSICAL REQUIREMENTS:

The duties of the above position require walking over uneven terrain, sitting, stooping, climbing, pulling, bending, reaching, twisting, and the ability to lift up to 50 pounds. Requires finger dexterity, sense of touch, gripping with fingers and hands; ability to see, hear voice conversation, and to speak.

The statements contained herein reflect general details as necessary to describe the essential functions of this job, the level of knowledge, the skills typically required and the scope of responsibility, but should not be considered as an all-inclusive listing of work requirements. Individuals may perform other duties as assigned, including work in other functional areas to cover absences or relief, to equalize peak work periods, or otherwise to balance the work load.

It is the policy of Skamania County not to discriminate against any person with regard to race, color, national origin, sex, age, religion, physical/mental disability, creed, marital status, pregnancy and maternity, sexual orientation, gender identity, veteran status, guide dog or service animal, and genetic information or any other protected status under federal or state statute.

SKAMANIA COUNTY JOB DESCRIPTION

TITLE: ENGINEERING TECHNICIAN-III FLSA STATUS: Non-Exempt
PUBLIC WORKS(Maintenance and Data Collection)

Approved: 1-26-99

PUBLIC WORKS

Revised: 1/10, 9/16, 3/22

Range: 201

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SUMMARY:

Under the direction of the ~~Public Works Director~~County Engineer and/or Assistant County Engineer, this position performs engineering task assignments and provides assistance to engineers and other technical staff in the engineering division of the Public Works Department. ~~Typical duties include geomatic surveying and field collection of various asset management data, researches and recommends engineering warrants and standards from the Manual on Uniform Traffic Control Devices (MUTCD); assist in the contract development for maintenance and small works projects; performs engineering inspections for Community Development submittals and road approach permits, and uses GIS, Civil 3D, adobe, Microsoft products and other computer software in routine work tasks.~~

~~Typical duties include design and drafting using computer aided design and drafting computer programs, field and construction inspection and contract administration of public works construction projects; data collection and analysis such as traffic studies and reports; data management including use of computer software for computer aided design as well as conventional files, data entry and modification, and other work.~~

ESSENTIAL FUNCTIONS:

~~With minimal supervision, the incumbent uses Civil 3D and Infinity software to transpose, process, and quality check survey data from the Total Station and GNSS equipment. Exports, uploads and saves survey data to County's GIS, County Road Administration Board's (CRAB's) GIS-Mo and County's Civil 3D/Infinity databases.~~

~~Computes road alignment and design, quantity estimates and preparation of construction cost estimates for transportation construction projects. Performs and assist engineers and leads other technicians in various design tasks.~~

~~With minimal supervision, the incumbent prepares ADT, speed and vehicle tonnage classification reports, Origin and Destination Studies and intersections studies in accordance with AASHTO and other design standards through Highway Data Management (HDM) software. Installs temporary traffic analyzer (counters) on roadways.~~

~~Uses computer aided design and drafting (CADD) systems to design and draft county road improvement projects under the direction of the engineer.~~

~~Collects various information in the field and prepares notes as needed. Performs construction right-of-way and other miscellaneous staking.~~

Under the direction of the County Engineer and/or Assistant County Engineer, the incumbent performs field inspections to ensure compliance with stormwater, private roads, and other engineering standards on Community Development submittals.

Serve as construction project inspector. Under the direct supervision of technical engineers, prepares plans and specifications; assures contractor compliance; prepares contract documents; monitors materials incorporated into projects; prepares construction cost estimates; and assures compliance with local, state and federal regulations.

Serves as the project inspector, developer and coordinator for the stockpile rock, pit crushing and striping contract. Assists in the preparation of the contract documents, uses the PS&E or other programs to incorporate the latest WSDOT special provisions and County specifications; assists on project cost estimates; researches LAG manual or other project specific requirements; monitors project materials; reviews invoice submittals, assures compliance with local, state and federal regulations and coordinates resources for the contracts.

Compile data and enters into various databases. Researches information and prepare reports. Updates and manages the County Road Administration Board (CRAB) website database program.

Accurately inventories, surveys, data entries, and inspects guardrail, culverts, signs, shoulders, ADA ramps/sidewalks, road markings, etc. into CRAB's GIS-Mo and ESRI field applications.

Reduces field notes, compute survey traverses and ties to land corners. Researches survey and land corner data for right-of-way and other County projects.

With minimal supervision, the incumbent performs annual visual inspections of County roads for determining Pavement Structural Condition for use in maintenance and long-term planning decisions. Inputs the inspections into the CRAB's Visrate software to collect pavement distress data. Synchronizes and uploads inspections into CRAB's GIS-Mo.

Assist in permit reviews and issuances for utility, road approaches, and special use right-of-way use permits. Assist in review of short and long subdivision plats.

With minimal supervision, the incumbent assist in the review of road approach permits and performs field inspections for the County Engineer and/or Assistant County Engineer.

Correspond accurately and in detail with other employees, supervisors, departments, agencies, contractors and the public.

Corresponds accurately and in detail with other employees, supervisors, departments, agencies, contractors, and the public.

Routinely verifies radio connectors, repeaters sites and fuel sites are working properly and transmitting. Assigns tasks to subordinate staff and assures the work product is consistent with department policy and engineering practice.

With minimal supervision the incumbent researches, prepares, and recommends pavement markings and traffic control devices for installations and orders to the County Engineer and/or Assistant County Engineer that meets engineering warrants and standards in the latest edition of the MUTCD and Standard Highway Signs and Markings.

~~Performs and assists the County Engineer in bridge inspection and bridge program administration. Maintains the county's bridge files.~~

~~Manages the small works roster within the Municipal Research and Services Center (MRSC). Generates small works roster reports for contractors to perform maintenance and inventory repairs and improvements as directed by the County Engineer. Researches, prepares, and recommends to the County Engineer, traffic control device installations meeting engineering warrants and standards.~~

~~Serves as the project inspector and coordinator for small works roster contracts on non-compliant maintenance and inventory. Assists in the preparation of the contract documents, monitors project materials, reviews invoice submittals, and assures contractors compliance with the latest WSDOT and County standard plans. Assists in the development and management of annual road improvement and maintenance plans.~~

~~With minimal supervision, the incumbent reviews, analyzes and field verifies accident reports and completes the County Location Coding Form (CLCF) and reports to the State to comply with annual reporting mandates.~~

~~Incumbent is the Acts as lead in surveying rock stockpiles with the Total Station and GNSS equipment to create surfaces in the FieldGenius application that computes rock volumes and quantities.~~

~~Performs turbidity and PH testing of the surrounding lakes near the County's pit and inspect surrounding berms to prevent hazards into the lakes. Completes the Discharge Monitoring Report (DMR) and upload the results into Secure Access Washington.~~

~~Assists in the development and updates of the County's Six-Year Transportation Improvement plan, Local Safety Plan, ADA Plan, Comprehensive Plan and other annual road improvement and maintenance plans.~~

~~Assists in the Regional Road Maintenance Program documentation for the Road Department under the direction of the County Engineer and/or Assistant County Engineer. Regulate Best Management Practices (BMP's) in maintenance projects to ensure compliance with regulations~~

~~Assists in the evaluation of prospective bidders, consultants and others.~~

~~Assists in the development of the six-year transportation improvement plan.~~

~~Manages consultant contracts.~~

~~Assists in the coordination of resources in the completion of projects.~~

~~Performs flagging and assists Road Department as necessary and may need to perform these duties on overtime or on weekends and/or holidays in emergencies.~~

Perform other work as assigned.

KNOWLEDGE, SKILLS AND ABILITIES:

~~Extensive knowledge of municipal engineering technology principles and practices.~~

Comprehensive knowledge of basic mathematics, geometry, coordinate geometry, and trigonometry.

Extensive knowledge of business correspondence and English composition.

~~Knowledge of modern practices and principles of supervision and leadership.~~

Knowledge of the functions of county government and the inter-relationships between departments and outside cooperating agencies.

Knowledge of applicable federal, state, and local rules policies, procedures and regulations of the department and organization and management of programs.

Knowledge of the Manual on Uniform Traffic Control Devices (MUTCD) and other engineering manuals and standards.

Knowledge of PC (Microsoft Windows) applications and operations.

Knowledge of Geographic Information System (GIS).

Knowledge of ESRI field collection applications.

Knowledge of Global Position System (GPS) or Global Navigation Satellite System (GNSS) hardware and software utilization.

Knowledge of Civil 3D, Infracore and AutoCAD.

Knowledge of Infinity and Field Genius Software, equivalent survey software.

~~Knowledge of filing and recording of information.~~

Skill in effective organization and time management.

Skill in active listening so that all pertinent information is available for staff responses to inquiries from the public or other agencies.

Skill in analyzing, defining and resolving problems effectively.

Skill and accuracy in data entry.

Skill in records management and filing.

Skill in communicating with the public in a courteous, friendly and effective manner.

~~Ability to self-check own work to ensure accuracy and completeness.~~

Ability to prepare and interpret engineering plans and specifications.

Ability to provide professional, courteous, respectful and efficient customer service and maintain effective communication with the general public, clients, staff members, volunteers, and other departments and agencies under varying circumstances; and to calmly handle routine or emergency situations sometimes with diverse and/or irate individuals.

Ability to effectively coordinate a variety of activities with other governmental entities, private parties, contractors, and professionals.

~~Ability to identify problems, conduct research and communicate results to general public and clients or refer individuals to appropriate departments or agencies.~~

Ability to use independent judgment, make decisions, and accept responsibility for assigned work to achieve the most effective performance of all job assignments with minimum amount of supervision.

Ability to understand and promote the mission of the department; participate in departmental training; effectively and efficiently carry out the policies and procedures and strive for personal excellence in the programs and duties of the department.

Ability to prepare and maintain accurate, clear and concise files, reports and records; both electronic and paper for departmental programs, and to communicate clearly and concisely, orally and in writing.

Ability to accept and contribute to changes, within the department, while maintaining a positive attitude and outstanding work ethic.

Ability to obtain and maintain a current Traffic Control Certificate ~~and Flagging Certificate.~~

~~Ability to direct the activities of survey crew members and other technical staff, as assigned.~~

Ability to make mathematical calculations quickly and accurately.

EDUCATION AND EXPERIENCE:

Possession of or ability to obtain a certificate of proficiency in Survey & Geomatics Technician – GIS or Civil Engineering Technology and three years of related experience or five years of appropriate training an Associate's Degree in Civil Engineering and two years of technical engineering experience related to public works projects or five years of appropriate training or an equivalent combination of experience and education which provides the knowledge skills and abilities necessary to perform the essential functions of the position.

Must be physically capable of safely moving about on construction work sites.

Ability to speak, read, and write the English language.

Possession of, or the ability to obtain a valid State drivers license.

WORKING CONDITIONS:

Work is performed approximately 570% in an office environment and approximately 530% in the field providing construction inspections, performing surveys, collecting data, and/or site reviews. Field activities may include work in moderate to extreme weather conditions. Office activities include working at a computer terminal, writing, and filing. Overtime may be required and working outside of a regular shift may be required during emergency situations.

PHYSICAL REQUIREMENTS:

The duties of the above position require walking over uneven terrain, sitting, stooping, climbing, pulling, bending, reaching, twisting, and the ability to lift up to 50 pounds. Requires finger dexterity, sense of touch, gripping with fingers and hands; ability to see, hear voice conversation, and to speak.

The statements contained herein reflect general details as necessary to describe the essential functions of this job, the level of knowledge, the skills typically required and the scope of responsibility, but should not be considered as an all-inclusive/all-inclusive listing of work requirements. Individuals may perform other duties as assigned, including work in other functional areas to cover absences or relief, to equalize peak work periods, or otherwise to balance the work load.

It is the policy of Skamania County not to discriminate against any person with regard to race, color, national origin, sex, age, religion, physical/mental disability, creed, marital status, pregnancy and maternity, sexual orientation, gender identity, veteran status, guide dog or service animal, and genetic information or any other protected status under federal or state statute.

COMMISSIONER'S AGENDA ITEM

SUBMITTED BY	<i>Human Resources</i>	
	Department	Signature
AGENDA DATE	<i>March 8, 2022</i>	
SUBJECT	<i>Engineering Technician Project Coordinator</i>	
ACTION REQUESTED	<i>Approve new Job Description & set salary</i>	

SUMMARY/BACKGROUND

Public works is redesigning the work loads for the three Engineering positions in the office. Currently there is one Engineering Tech II position, one Engineering Tech III position and one vacant Engineering Tech IV position. The workload and knowledge necessary to be proficient at the job requires separating the duties of these positions. It is proposed and budgeted to change these to three Engineering Tech III positions with definitive duties but also overlapping knowledge to assist each other

FISCAL IMPACT

This is budgeted in the 2022 Public Works County Road budget

RECOMMENDATION

Approve revised job description and set the salary range at 21.

LIST ATTACHMENTS

Engineering Technician Project Coordinator Job Description

MOTION

The Skamania County Board of Commissioners hereby approves the Engineering Technician Project Coordinator job description and sets the salary at Range 21.

**SKAMANIA COUNTY
BOARD OF COMMISSIONERS**

Chairman

Date:

Commissioner

ATTEST:

Commissioner

Clerk of the Board

Commissioner ____
Commissioner ____
Commissioner ____

Reviews rough/preliminary sketches, drawings, specifications, and other engineering data received from engineers, to validate that they conform to design concepts. Checks Civil 3D / CAD and manually drafted drawings and other documents for drafting accuracy, completeness, and conformity to WSDOT and other standards and applicable regulations, makes necessary corrections before final review by engineers.

Acts as a technical resource to verify, draft and survey right-of-way locations through documents obtained in Helion, County filing system, GIS and CAD / Civil 3D databases, and etc.

Assists with various administrative duties, such as engineering record maintenance, file updates, obtaining new drawing numbers and design templates, inputting drawing information and organizing Civil 3D / CAD databases.

With general supervision, uses GIS and ESRI products to incorporate road department data into work tasks, grants proposals, plans, and permit review etc.

Assists in the development and updates of the County's Six-Year Transportation Improvement plan, Local Safety Plan, ADA Plan, Comprehensive Plan and other annual road improvement and maintenance plans.

Assists in the grant proposals and applications for STP, HSIP, RAP, FLAP, BRAC and other state and federal funding opportunities. Researches and follows the project funding requirements under the supervision of the County Engineer and/or Assistant County Engineer.

Prepares Non-Discrimination Agreement for the Title Six Report.

Assists in permit reviews and issuances for utility, and special use right-of-way use permits. Prepares exhibits, diagrams, and data for permit applications.

Assists in the development of contracts for on-call consultants.

Assists in the preparation of documents for FEMA and emergency declarations.

Assists in the Regional Road Maintenance Program documentation for the Road Department under the direction of the County Engineer and/or Assistant County Engineer. Regulates Best Management Practices (BMP's) in maintenance projects to ensure compliance with regulations.

Performs project filing and document management functions. Files and disperses documents as appropriate. Verifies all official records are accurately maintained for auditing purposes.

Corresponds accurately and in detail with other employees, supervisors, departments, agencies, contractors and the public.

Performs flagging and assists Road Department as necessary and may need to perform these duties on overtime or on weekends and/or holidays in emergencies.

Performs other work as assigned.

KNOWLEDGE, SKILLS AND ABILITIES:

Comprehensive knowledge of basic mathematics, geometry, coordinate geometry, and trigonometry.

Extensive knowledge of business correspondence and English composition.

Knowledge of the functions of county government and the inter-relationships between departments and outside cooperating agencies.

Knowledge of design techniques, tools, and principals involved in production of precision technical plans, drawing, and exhibits.

Knowledge of standard terminology, techniques and practices of engineering drafting.

Knowledge of Geographic Information System (GIS).

Knowledge of Global Position System (GPS) or Global Navigation Satellite System (GNSS) hardware and software utilization.

Knowledge of Civil 3D, Infracore and AutoCAD.

Knowledge of applicable federal, state, and local rules policies, procedures and regulations of the department and organization and management of programs.

Knowledge of filing and recording of information.

Skill in effective organization and time management.

Skill in active listening so that all pertinent information is available for staff responses to inquiries from the public or other agencies.

Skill in analyzing, defining and resolving problems effectively,

Skill and accuracy in data entry.

Skill in records management and filing.

Skill in communicating with the public in a courteous, friendly and effective manner.

Ability to self-check own work to ensure accuracy and completeness.

Ability to modify existing drawings to minimize the need to create new drawings and create new drawings when necessary in a timely fashion, which meet standards.

Ability to prepare and interpret engineering plans and specifications.

Ability to provide professional, courteous, respectful and efficient customer service and maintain effective communication with the general public, clients, staff members, volunteers, and other departments and agencies under varying circumstances; and to calmly handle routine or emergency situations sometimes with diverse and/or irate individuals.

Ability to effectively coordinate a variety of activities with other governmental entities, private parties, contractors, and professionals.

Ability to use independent judgment, make decisions, and accept responsibility for assigned work to achieve the most effective performance of all job assignments with minimum amount of supervision.

Ability to accept and contribute to changes, within the department, while maintaining a positive attitude and outstanding work ethic.

Ability to prepare conceptual designs utilizing a combination of GIS, Infracore, AutoCAD and/or Civil 3D as appropriate.

Ability to read, analyze and interpret red line drawings.

Ability to manage multiple projects often within tight timeframes.

Ability to prepare and interpret engineering plans and specifications.

Ability to understand and promote the mission of the department; participate in departmental training; effectively and efficiently carry out the policies and procedures and strive for personal excellence in the programs and duties of the department.

Ability to prepare and maintain accurate, clear and concise files, reports and records; both electronic and paper for departmental programs, and to communicate clearly and concisely, orally and in writing.

Ability to obtain and maintain a current Traffic Control Certificate and Flagging Certificate.

Ability to make mathematical calculations quickly and accurately.

EDUCATION AND EXPERIENCE:

Possession of or ability to obtain a certificate of proficiency in Computer Aided Drafting and Design or Civil Engineering Technology or an appropriate field of study and five years of related experience or an equivalent combination of experience and education which provides the knowledge skills and abilities necessary to perform the essential functions of the position.

Must be physically capable of safely moving about on construction work sites.

Ability to speak, read, and write the English language.

Possession of, or the ability to obtain a valid State drivers license.

WORKING CONDITIONS:

Work is performed approximately 60% in an office environment and approximately 40% in the field providing construction inspections, performing surveys, collecting data, and/or site reviews. Field activities may include work in moderate to extreme weather conditions. Office activities include working at a computer terminal, writing, and filing. Overtime may be required and working outside of a regular shift may be required during emergency situations.

PHYSICAL REQUIREMENTS:

The duties of the above position require walking over uneven terrain, sitting, stooping, climbing, pulling, bending, reaching, twisting, and the ability to lift up to 50 pounds. Requires finger dexterity, sense of touch, gripping with fingers and hands; ability to see, hear voice conversation, and to speak.

The statements contained herein reflect general details as necessary to describe the essential functions of this job, the level of knowledge, the skills typically required and the scope of responsibility, but should not be considered as an all-inclusive listing of work requirements. Individuals may perform other duties as assigned, including work in other functional areas to cover absences or relief, to equalize peak work periods, or otherwise to balance the workload.

It is the policy of Skamania County not to discriminate against any person with regard to race, color, national origin, sex, age, religion, physical/mental disability, creed, marital status, pregnancy and maternity, sexual orientation, gender identity, veteran status, guide dog or service animal, and genetic information or any other protected status under federal or state statute.

SKAMANIA COUNTY JOB DESCRIPTION

TITLE: **ENGINEERING TECHNICIAN-III** **FLSA STATUS:** Non-Exempt
PUBLIC WORKS(Project Coordinator) **Approved:** 1-
26-99
PUBLIC WORKS **Revised:** 1/10, 9/16, 31/22
Range: 210

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SUMMARY:

Under the direction of the Public Works Director-County Engineer and/or Assistant County Engineer, this position performs engineering task assignments and provides assistance to engineers and other technical staff in the engineering division of the Public Works Department. Typical duties include development of and participation in various transportation and bridge projects. This position uses Civil 3D / CAD software for drafting and data management, uses Microsoft Office environment to prepare proposals for funding opportunities, assists with contract development, performs construction inspections, researches right-of-way documentation and project compliance requirements, and uses GIS, Civil 3D, adobe, Microsoft products and other computer software in routine work tasks.

~~design and drafting using computer aided design and drafting computer programs, field and construction inspection and contract administration of public works construction projects; data collection and analysis such as traffic studies and reports; data management including use of computer software for computer aided design as well as conventional files, data-entry and modification, and other work.~~

ESSENTIAL FUNCTIONS:

Under the direct supervision of the County Engineer and/or Assistant County Engineer, assemble transportation and bridge projects plans and packages, including developing contract documents, uses the PS&E or other programs to incorporate the latest WSDOT special provisions and County specifications. This position assists on developing project cost estimates; researches WSDOT Local Agency Guideline (LAG) manual or other project specific requirements; monitors project materials; reviews invoice submittals, assures compliance with local, state and federal regulations and coordinates resources for projects.

Computes

Assists in the evaluation of prospective bidders, consultants, and others selection processes as needed.

~~road alignment and design, quantity estimates and preparation of construction cost estimates for transportation construction projects. Performs and assist engineers and leads other technicians in various design tasks.~~

Incumbent is the lead in understanding the requirements and standards within the WSDOT LAG manual. Investigates compliance issues and provides conclusions as directed by County Engineer and/or Assistant County Engineer.

~~Uses computer-aided design and drafting (CADD) systems to design and draft county road improvement projects under the direction of the engineer.~~

~~Inspects and monitors construction of transportation projects to ensure compliance with approved plans, ~~specifications~~ specifications, and construction standards. Reads and interprets construction plans in conjunction with actual construction. Interprets product listings and installation requirements. Consults contractors and engineers of requirements needed to pass inspection. Enters the inspection reports into a computer system.~~

~~Under the direction of the County Engineer and/or Assistant County Engineer, use Civil 3D / CAD software and etc. to prepare project designs, assignments, sketches, and draft final / working drawings.~~

~~With general supervision, the incumbent uses Civil 3D and Infinity software to transpose, process, and quality check survey data from the Total Station and GNSS equipment. Collects various information in the field and prepares notes as needed. Performs construction right-of-way and other miscellaneous staking.~~

~~Reviews rough/preliminary sketches, drawings, specifications, and other engineering data received from engineers, to validate that they conform to design concepts. Checks Civil 3D / CAD and manually drafted drawings and other documents for drafting accuracy, completeness, and conformity to WSDOT and other standards and applicable regulations, making necessary corrections before final review by engineers.~~

~~Acts as a technical resource to verify, draft and survey right-of-way locations through documents obtained in Helion, County filing system, GIS and CAD / Civil 3D databases, and etc.~~

~~Assists with various administrative duties, such as engineering record maintenance, file updates, obtaining new drawing numbers and design templates, inputting drawing information and organizing Civil 3D / CAD databases.~~

~~Serve as construction project inspector. Under the direct supervision of technical engineers, prepares plans and specifications; assures contractor compliance; prepares contract documents; monitors materials incorporated into projects; prepares construction cost estimates; and assures compliance with local, state and federal regulations.~~

~~With general supervision, the incumbent will learn to use GIS and ESRI products to incorporate road department data into work tasks, grants proposals, plans, and permit review etc.~~

~~Compile data and enters into various databases. Researches information and prepare reports. Updates and manages the County Road Administration Board (CRAB) website database program.~~

~~Reduces field notes, compute survey traverses and ties to land corners. Researches survey and land corner data for right-of-way and other County projects.~~

~~Assist in permit reviews and issuances for utility, road approaches, and special use right-of-way use permits. Assist in review of short and long subdivision plats.~~

Assists in the development and updates of the County's Six-Year Transportation Improvement plan, Local Safety Plan, ADA Plan, Comprehensive Plan and other annual road improvement and maintenance plans.

Assists in the grant proposals and applications for STP, HSIP, RAP, FLAP, BRAC and other state and federal funding opportunities. Researches and follows the project funding requirements under the supervision of the County Engineer and/or Assistant County Engineer.

Prepares Non-Discrimination Agreement for the Title Six Report.

Assists in permit reviews and issuances for utility, and special use right-of-way use permits. Prepares exhibits, diagrams, and data for permit applications.

Assists in the development of contracts for on-call consultants.

Assists in the preparation of documents for FEMA and emergency declarations.

Assists in the Regional Road Maintenance Program documentation for the Road Department under the direction of the County Engineer and/or Assistant County Engineer. Regulates Best Management Practices (BMP's) in maintenance projects to ensure compliance with regulations.

Performs project filing and document management functions. Files and disperses documents as appropriate. Verifies all official records are accurately maintained for auditing purposes.

Corresponds accurately and in detail with other employees, supervisors, departments, agencies, contractors and the public.

Performs flagging and assists Road Department as necessary and may need to perform these duties on overtime or on weekends and/or holidays in emergencies.

~~Correspond accurately and in detail with other employees, supervisors, departments, agencies, contractors and the public.~~

~~Assigns tasks to subordinate staff and assures the work product is consistent with department policy and engineering practice.~~

~~Performs and assists the County Engineer in bridge inspection and bridge program administration. Maintains the county's bridge files.~~

~~Researches, prepares, and recommends to the County Engineer, traffic control device installations meeting engineering warrants and standards.~~

~~Assists in the development and management of annual road improvement and maintenance plans.~~

~~Assists in the evaluation of prospective bidders, consultants and others.~~

~~Assists in the development of the six-year transportation improvement plan.~~

~~Manages consultant contracts.~~

~~Assists in the coordination of resources in the completion of projects.~~

Performs other work as assigned.

KNOWLEDGE, SKILLS AND ABILITIES:

~~Extensive knowledge of municipal engineering technology principles and practices.~~

Comprehensive knowledge of basic mathematics, geometry, coordinate geometry, and trigonometry.

Extensive knowledge of business correspondence and English composition.

~~Knowledge of modern practices and principles of supervision and leadership.~~

Knowledge of the functions of county government and the inter-relationships between departments and outside cooperating agencies.

~~Knowledge of design techniques, tools, and principals involved in production of precision technical plans, drawing, and exhibits.~~

~~Knowledge of standard terminology, techniques and practices of engineering drafting.~~

~~Knowledge of Geographic Information System (GIS).~~

~~Knowledge of Global Position System (GPS) or Global Navigation Satellite System (GNSS) hardware and software utilization.~~

~~Knowledge of Civil 3D, Infracore and AutoCAD.~~

Knowledge of applicable federal, state, and local rules policies, procedures and regulations of the department and organization and management of programs.

Knowledge of filing and recording of information.

Skill in effective organization and time management.

Skill in active listening so that all pertinent information is available for staff responses to inquiries from the public or other agencies.

Skill in analyzing, defining and resolving problems effectively,

Skill and accuracy in data entry.

Skill in records management and filing.

Skill in communicating with the public in a courteous, friendly and effective manner.

Ability to self-check own work to ensure accuracy and completeness.

Ability to modify existing drawings to minimize the need to create new drawings and create new drawings when necessary in a timely fashion, which meet standards.

Ability to prepare and interpret engineering plans and specifications.

Ability to provide professional, courteous, respectful and efficient customer service and maintain effective communication with the general public, clients, staff members, volunteers, and other departments and agencies under varying circumstances; and to calmly handle routine or emergency situations sometimes with diverse and/or irate individuals.

Ability to effectively coordinate a variety of activities with other governmental entities, private parties, contractors, and professionals.

Ability to identify problems, conduct research and communicate results to general public and clients or refer individuals to appropriate departments or agencies.

Ability to use independent judgment, make decisions, and accept responsibility for assigned work to achieve the most effective performance of all job assignments with minimum amount of supervision.

Ability to accept and contribute to changes, within the department, while maintaining a positive attitude and outstanding work ethic.

Ability to prepare conceptual designs utilizing a combination of GIS, Infracore, AutoCAD and/or Civil 3D as appropriate.

Ability to read, analyze and interpret red line drawings.

Ability to manage multiple projects often within tight timeframes.

Ability to prepare and interpret engineering plans and specifications.

Ability to understand and promote the mission of the department; participate in departmental training; effectively and efficiently carry out the policies and procedures and strive for personal excellence in the programs and duties of the department.

Ability to prepare and maintain accurate, clear and concise files, reports and records; both electronic and paper for departmental programs, and to communicate clearly and concisely, orally and in writing.

~~Ability to accept and contribute to changes within the department while maintaining a positive attitude and outstanding work ethic.~~

Ability to obtain and maintain a current Traffic Control Certificate and Flagging Certificate.

~~Ability to direct the activities of survey crew members and other technical staff, as assigned.~~

Ability to make mathematical calculations quickly and accurately.

EDUCATION AND EXPERIENCE:

Possession of or ability to obtain a certificate of proficiency in Computer Aided Drafting and Design or Civil Engineering Technology or an appropriate field of study and three five years of related experience an Associate's Degree in Civil Engineering and two years of technical engineering experience related to public works projects or five years of appropriate training or an equivalent combination of experience and education which provides the knowledge skills and abilities necessary to perform the essential functions of the position.

Must be physically capable of safely moving about on construction work sites.

Ability to speak, read, and write the English language.

Possession of, or the ability to obtain a valid State drivers license.

WORKING CONDITIONS:

Work is performed approximately 670% in an office environment and approximately 340% in the field providing construction inspections, performing surveys, collecting data, and/or site reviews. Field activities may include work in moderate to extreme weather conditions. Office activities include working at a computer terminal, writing, and filing. Overtime may be required and working outside of a regular shift may be required during emergency situations.


PHYSICAL REQUIREMENTS:

The duties of the above position require walking over uneven terrain, sitting, stooping, climbing, pulling, bending, reaching, twisting, and the ability to lift up to 50 pounds. Requires finger dexterity, sense of touch, gripping with fingers and hands; ability to see, hear voice conversation, and to speak.

The statements contained herein reflect general details as necessary to describe the essential functions of this job, the level of knowledge, the skills typically required and the scope of responsibility, but should not be considered as an ~~all-inclusive~~all-inclusive listing of work requirements. Individuals may perform other duties as assigned, including work in other functional areas to cover absences or relief, to equalize peak work periods, or otherwise to balance the ~~work load~~workload.

It is the policy of Skamania County not to discriminate against any person with regard to race, color, national origin, sex, age, religion, physical/mental disability, creed, marital status, pregnancy and maternity, sexual orientation, gender identity, veteran status, guide dog or service animal, and genetic information or any other protected status under federal or state statute.

COMMISSIONER'S AGENDA ITEM

SUBMITTED BY	<i>Human Resources</i> Department	 Signature
AGENDA DATE	<i>March 8, 2022</i>	
SUBJECT	<i>Engineering Technician Database and Asset Management</i>	
ACTION REQUESTED	<i>Approve new Job Description & set salary</i>	

SUMMARY/BACKGROUND

Public works is redesigning the work loads for the three Engineering positions in the office. Currently there is one Engineering Tech II position, one Engineering Tech III position and one vacant Engineering Tech IV position. The workload and knowledge necessary to be proficient at the job requires separating the duties of these positions. It is proposed and budgeted to change these to three Engineering Tech III positions with definitive duties but also overlapping knowledge to assist each other

FISCAL IMPACT

This is budgeted in the 2022 Public Works County Road budget

RECOMMENDATION

Approve revised job description and set the salary range at 21.

LIST ATTACHMENTS

Engineering Technician Database and Asset Management Job Description

MOTION

The Skamania County Board of Commissioners hereby approves the Engineering Technician Database and Asset Management job description and sets the salary at Range 21.

**SKAMANIA COUNTY
BOARD OF COMMISSIONERS**

Chairman

Date:

Commissioner

ATTEST:

Commissioner

Clerk of the Board

Commissioner ____
Commissioner ____
Commissioner ____

SKAMANIA COUNTY JOB DESCRIPTION

**TITLE: ENGINEERING TECHNICIAN III
 (Database and Asset Management)
 PUBLIC WORKS**

**FLSA STATUS: Non-Exempt
Approved: 1-26-99
Revised: 1/10, 9/16, 3/22
Range: 21**

SUMMARY:

Under the direction of the County Engineer and/or Assistant County Engineer, this position performs engineering task assignments and provides assistance to engineers and other technical staff in the engineering division of the Public Works Department. Typical duties include various GIS services, responsible for the implementation and management of the Road Departments data, creates, maintains, and edits files and data for GIS and Civil 3D databases and systems, provides geomatic surveying and field collection of county roads, assists in bridge inspection program, researches rights-of-way, prepares maps, reports, and submittals, and uses GIS, Civil 3D, adobe, Microsoft products and other computer software in routine work tasks.

ESSENTIAL FUNCTIONS:

Assists with development and maintenance of GIS, Civil 3D, and County Road Administration Board's (CRAB) GIS-Mo data and databases; assists with research, data gathering and compilation, mapping, and data analysis; performs varied data extraction and transformation processes and information management to create, maintain, display and update GIS / Civil data and databases; and produces accurate maps and other representations of data.

Assists in the development of data and information management policies, procedures, and methodology to improve and maintain integrity of data; may perform field inspections to visually locate items to resolve conflicting information and ensure validity, applicability, efficiency and accuracy of data; and, records and documents details of map and data updates, additions and/or deletions.

With general supervision, uses Civil 3D and Infinity software to transpose, process, and quality check survey data from Total Station and GNSS equipment.

Enters, exports, uploads, converts, and saves asset management data into GIS, GIS-Mo and Civil 3D databases, using techniques such as coordinate geometry, keyboard entry of tabular data, geomatic surveying, manual digitizing of maps, scanning or automatic conversion of paper to digital, or conversion of other sources of digital data.

Reviews, revises, and creates datasets, reports, databases, graphics, spreadsheets, and other documents necessary for Departmental needs within GIS, GIS-Mo and Civil 3D and other related software.

Instructs and assists less knowledgeable departmental GIS users in basic GIS applications.

Prepares submittals for the County Engineer and/or Assistant County Engineer to amend County's Road Functional Classification in accordance with FHWA and WSDOT regulations and standards.

Produces custom maps to meet specific GIS program needs beyond routine departmental use.

Maintains and manages the Public Works' GIS Enterprise system and CRAB's GIS-Mo. Ensures data products meet quality and compatibility standards.

Analyzes GIS data to identify spatial relationships and/or display results of analyses, using maps, graphs, or tabular data. Reviews existing or incoming data for currency, accuracy, usefulness, quality, or completeness of documentation.

Assists in Bridge Inspection program under the direct supervision of the County Engineer and/or Assistant County Engineer. Enters bridge inspections into Bridgeworks and/or other databases as necessary.

Uses the Total Station and GNSS equipment to accurately inventory County's road centerline, lane widths and edge of pavement and other asset management as assigned.

Prepares and submits Annual Road Log Report to the County Engineer for any changes to the County Road surface, mileage, lane width, etc.

Prepares Survey Monument Preservation Plan to preserve monuments throughout the County. Establishes and uses the Total Station and GNSS equipment to accurately maintain monument's geospatial location and other documents.

Acts as a technical resource to verify, draft and survey right-of-way locations through documents obtained in Helion, County filing system, GIS databases, and etc.

Corresponds accurately and in detail with other employees, supervisors, departments, agencies, contractors, and the public.

Establishes and maintains effective working relationships with those contacted in the course of business.

Maintains the private road log.

Provides continuous and meticulous attention to detail.

Performs flagging and assists Road Department as necessary and may need to perform these duties on overtime or on weekends and/or holidays in emergencies.

Performs other work as assigned.

KNOWLEDGE, SKILLS AND ABILITIES:

Comprehensive knowledge of basic mathematics, geometry, coordinate geometry, and trigonometry.

Extensive knowledge of business correspondence and English composition.

Knowledge of the functions of county government and the inter-relationships between departments and outside cooperating agencies.

Knowledge of principles and techniques of GIS data creation and editing.

Knowledge of GIS concepts, geo-processing tools, and documentation techniques.

Knowledge of data extraction, transformation and loading procedures

Knowledge of digitizing within GIS and/or CAD systems.

Knowledge of Civil 3D, Infracore and AutoCAD.

Knowledge of PC (Microsoft Windows) applications and operations.

Knowledge of the public land survey system and principles of coordinate geometry.

Knowledge of Global Positioning System (GPS) or Global Navigation Satellite System (GNSS) hardware and software utilization.

Skill in effective organization and time management.

Skilled in GIS software packages including ESRI products.

Skill in analyzing, defining and resolving problems effectively.

Skilled in working with GIS data, databases, spreadsheets, maps, and technical documents.

Skilled in creating and editing GIS data.

Skill and accuracy in data entry.

Skill in records management and filing.

Ability to accurately maintain GIS data and databases to meet end user needs.

Ability to recognize and resolve discrepancies in spatial and tabular data.

Ability to read and interpret technical materials such as engineering plans and specifications, maps, surveys, plats, deeds, and written metes and bounds legal descriptions.

Ability to work independently or as part of a team

Ability to apply quality/control standards and practices to GIS data.

Ability to learn new tools and techniques, and adapt to changing work requirements

Ability to produce high quality maps and written documents.

Ability to remain highly efficient and productive completing tasks of a repetitive nature.

Ability to convey complex technical information to non-technical staff.

Ability to use independent judgment, make decisions, and accept responsibility for assigned work to achieve the most effective performance of all job assignments with minimum amount of supervision.

Ability to understand and promote the mission of the department; participate in departmental training; effectively and efficiently carry out the policies and procedures and strive for personal excellence in the programs and duties of the department.

Ability to accept and contribute to changes, within the department, while maintaining a positive attitude and outstanding work ethic.

Ability to obtain and maintain a current Traffic Control Certificate and Flagging Certificate.

Ability to make mathematical calculations quickly and accurately.

EDUCATION AND EXPERIENCE:

Possession of or ability to obtain a certificate of proficiency in Geographic Information System (GIS) or Civil Engineering Technology or an appropriate field of study and three years of related experience or an equivalent combination of experience and education which provides the knowledge skills and abilities necessary to perform the essential functions of the position.

Must be physically capable of safely moving about on construction work sites.

Ability to speak, read, and write the English language.

Possession of, or the ability to obtain a valid State drivers license.

WORKING CONDITIONS:

Work is performed approximately 70% in an office environment and approximately 30% in the field providing construction inspections, performing surveys, collecting data, and/or site reviews. Field activities may include work in moderate to extreme weather conditions. Office activities include

working at a computer terminal, writing, and filing. Overtime may be required and working outside of a regular shift may be required during emergency situations.

PHYSICAL REQUIREMENTS:

The duties of the above position require walking over uneven terrain, sitting, stooping, climbing, pulling, bending, reaching, twisting, and the ability to lift up to 50 pounds. Requires finger dexterity, sense of touch, gripping with fingers and hands; ability to see, hear voice conversation, and to speak.

The statements contained herein reflect general details as necessary to describe the essential functions of this job, the level of knowledge, the skills typically required and the scope of responsibility, but should not be considered as an all-inclusive listing of work requirements. Individuals may perform other duties as assigned, including work in other functional areas to cover absences or relief, to equalize peak work periods, or otherwise to balance the workload.

It is the policy of Skamania County not to discriminate against any person with regard to race, color, national origin, sex, age, religion, physical/mental disability, creed, marital status, pregnancy and maternity, sexual orientation, gender identity, veteran status, guide dog or service animal, and genetic information or any other protected status under federal or state statute.

SKAMANIA COUNTY JOB DESCRIPTION

TITLE: ENGINEERING TECHNICIAN III **FLSA STATUS:** Non-Exempt
PUBLIC WORKS(Database and Asset Management)

Approved: 1-26-99

PUBLIC WORKS

Revised: 1/10, 9/16, 31/22

Range: 210

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SUMMARY:

Under the direction of the ~~Public Works Director~~County Engineer and/or Assistant County Engineer, this position performs engineering task assignments and provides assistance to engineers and other technical staff in the engineering division of the Public Works Department. Typical duties include various GIS services, responsible for the implementation and management of the Road Departments data, creates, maintains, and edits files and data for GIS and Civil 3D databases and systems, provides geomatic surveying and field collection of county roads, assists in bridge inspection program, researches rights-of-way, prepares maps, reports, and submittals, and uses GIS, Civil 3D, adobe, Microsoft products and other computer software in routine work tasks, design and drafting using computer aided design and drafting computer programs, field and construction inspection and contract administration of public works construction projects; data collection and analysis such as traffic studies and reports; data management including use of computer software for computer aided design as well as conventional files, data entry and modification, and other work.

ESSENTIAL FUNCTIONS:

Assists with development and maintenance of GIS, Civil 3D, and County Road Administration Board's (CRAB) GIS-Mo data and databases; assists with research, data gathering and compilation, mapping, and data analysis; performs varied data extraction and transformation processes and information management to create, maintain, display and update GIS / Civil data and databases; and produces accurate maps and other representations of data.

Computes road alignment and design, quantity estimates and preparation of construction cost estimates for transportation construction projects. Performs and assist engineers and leads other technicians in various design tasks.

Assists in the development of data and information management policies, procedures, and methodology to improve and maintain integrity of data; may perform field inspections to visually locate items to resolve conflicting information and ensure validity, applicability, efficiency and accuracy of data; and, records and documents details of map and data updates, additions and/or deletions.

Uses computer aided design and drafting (CADD) systems to design and draft county road improvement projects under the direction of the engineer.

With general supervision, the incumbent will learn to uses Civil 3D and Infinity software to transpose, process, and quality check survey data from Total Station and GNSS equipment.

Commented [DV1]: Don t add a specific person in and changed to be consistent

Collects various information in the field and prepares notes as needed. Performs construction right-of-way and other miscellaneous staking.

Enters, exports, uploads, converts, and saves asset management data into GIS, GIS-Mo and Civil 3D databases, using techniques such as coordinate geometry, keyboard entry of tabular data, geomatic surveying, manual digitizing of maps, scanning or automatic conversion of paper to digital, or conversion of other sources of digital data.

Commented [DV2]: typo

Serve as construction project inspector. Under the direct supervision of technical engineers, prepares plans and specifications; assures contractor compliance; prepares contract documents; monitors materials incorporated into projects; prepares construction cost estimates; and assures compliance with local, state and federal regulations.

Reviews, revises, and creates datasets, reports, databases, graphics, spreadsheets, and other documents necessary for Departmental needs within GIS, GIS-Mo and Civil 3D and other related software.

Compile data and enters into various databases. Researches information and prepare reports. Updates and manages the County Road Administration Board (CRAB) website database program.

Instructs and assists less knowledgeable departmental GIS users in basic GIS applications. Prepares submittals for the County Engineer and/or Assistant County Engineer to amend County's Road Functional Classification in accordance with FHWA and WSDOT regulations and standards.

Reduces field notes, compute survey traverses and ties to land corners. Researches survey and land corner data for right-of-way and other County projects.

Produces custom maps to meet specific GIS program needs beyond routine departmental use.

Incumbent is the lead in maintaining and managing Maintains and manages the Public Works' GIS Enterprise system and CRAB's GIS-Mo. Ensures data products meet quality and compatibility standards.

Analyzes GIS data to identify spatial relationships and/or display results of analyses, using maps, graphs, or tabular data. Reviews existing or incoming data for currency, accuracy, usefulness, quality, or completeness of documentation.

Commented [DV3]: Is this correct

Assists in Bridge Inspection program under the direct supervision of the County Engineer and/or Assistant County Engineer. Enters bridge inspections into Bridgeworks and/or other databases as necessary.

Uses the Total Station and GNSS equipment to accurately inventory County's road centerline, lane widths and edge of pavement and other asset management as assigned.

Prepares and submits Annual Road Log Report to the County Engineer for any changes to the County Road surface, mileage, lane width, etc.

Prepares Survey Monument Preservation Plan to preserve monuments throughout the County. Establishes and uses the Total Station and GNSS equipment to accurately maintain monument's geospatial location and other documents.

Acts as a technical resource to verify, draft and survey right-of-way locations through documents obtained in Helion, County filing system, GIS databases, and etc.

Corresponds accurately and in detail with other employees, supervisors, departments, agencies, contractors, and the public.

Establishes and maintains effective working relationships with those contacted in the course of business.

Maintains the private road log.

Provides continuous and meticulous attention to detail.

Commented [DV4]: Better wording

Performs flagging and assists Road Department as necessary and may need to perform these duties on overtime or on weekends and/or holidays in emergencies.

Assist in permit reviews and issuances for utility, road approaches, and special use right-of-way use permits. Assist in review of short and long subdivision plats.

Correspond accurately and in detail with other employees, supervisors, departments, agencies, contractors and the public.

Assigns tasks to subordinate staff and assures the work product is consistent with department policy and engineering practice.

Performs and assists the County Engineer in bridge inspection and bridge program administration. Maintains the county's bridge files.

Researches, prepares, and recommends to the County Engineer, traffic control device installations meeting engineering warrants and standards.

Assists in the development and management of annual road improvement and maintenance plans.

Assists in the evaluation of prospective bidders, consultants and others.

Assists in the development of the six-year transportation improvement plan.

Manages consultant contracts.

Assists in the coordination of resources in the completion of projects.

Performs other work as assigned.

Commented [DV5]: consistency

KNOWLEDGE, SKILLS AND ABILITIES:

~~Extensive knowledge of municipal engineering technology principles and practices.~~

Comprehensive knowledge of basic mathematics, geometry, coordinate geometry, and trigonometry.

Extensive knowledge of business correspondence and English composition.

~~Knowledge of modern practices and principles of supervision and leadership.~~

Knowledge of the functions of county government and the inter-relationships between departments and outside cooperating agencies.

Knowledge of principles and techniques of GIS data creation and editing.

Knowledge of GIS concepts, geo-processing tools, and documentation techniques.

Knowledge of data extraction, transformation and loading procedures

Knowledge of digitizing within GIS and/or CAD systems.

Knowledge of Civil 3D, Infracore and AutoCAD.

Knowledge of PC (Microsoft Windows) applications and operations.

Knowledge of the public land survey system and principles of coordinate geometry.

Knowledge of Global Positioning System (GPS) or Global Navigation Satellite System (GNSS) hardware and software utilization.

~~Knowledge of applicable federal, state, and local rules, policies, procedures and regulations of the department and organization and management of programs.~~

~~Knowledge of filing and recording of information.~~

Skill in effective organization and time management.

Skilled in GIS software packages including ESRI products.

~~Skill in active listening so that all pertinent information is available for staff responses to inquiries from the public or other agencies.~~

Skill in analyzing, defining and resolving problems effectively.

Skilled in working with GIS data, databases, spreadsheets, maps, and technical documents.

Skilled in creating and editing GIS data.

Skill and accuracy in data entry.

Skill in records management and filing.

~~Skill in communicating with the public in a courteous, friendly and effective manner.~~

~~Ability to accurately maintain GIS data and databases to meet end user needs.~~

~~Ability to prepare and interpret engineering plans and specifications.~~

~~Ability to recognize and resolve discrepancies in spatial and tabular data.~~

~~Ability to read and interpret technical materials such as engineering plans and specifications, maps, surveys, plats, deeds, and written metes and bounds legal descriptions.~~

~~Ability to work independently or as part of a team~~

~~Ability to apply quality/control standards and practices to GIS data.~~

~~Ability to learn new tools and techniques, and adapt to changing work requirements~~

~~Ability to produce high quality maps and written documents.~~

~~Ability to remain highly efficient and productive completing tasks of a repetitive nature.~~

~~Ability to convey complex technical information to non-technical staff.~~

~~Ability to provide professional, courteous, respectful and efficient customer service and maintain effective communication with the general public, clients, staff members, volunteers, and other departments and agencies under varying circumstances; and to calmly handle routine or emergency situations sometimes with diverse and/or irate individuals.~~

~~Ability to effectively coordinate a variety of activities with other governmental entities, private parties, contractors, and professionals.~~

~~Ability to identify problems, conduct research and communicate results to general public and clients or refer individuals to appropriate departments or agencies.~~

Ability to use independent judgment, make decisions, and accept responsibility for assigned work to achieve the most effective performance of all job assignments with minimum amount of supervision.

Ability to understand and promote the mission of the department; participate in departmental training; effectively and efficiently carry out the policies and procedures and strive for personal excellence in the programs and duties of the department.

~~Ability to prepare and maintain accurate, clear and concise files, reports and records; both electronic and paper for departmental programs, and to communicate clearly and concisely, orally and in writing.~~

Ability to accept and contribute to changes, within the department, while maintaining a positive attitude and outstanding work ethic.

Ability to obtain and maintain a current Traffic Control Certificate and Flagging Certificate.

~~Ability to direct the activities of survey crew members and other technical staff, as assigned.~~

Ability to make mathematical calculations quickly and accurately.

EDUCATION AND EXPERIENCE:

~~Possession of or ability to obtain a certificate of proficiency in Geographic Information System (GIS) or Civil Engineering Technology or an appropriate field of study and three years of related experience or an Associate's Degree in Civil Engineering and two years of technical engineering experience related to public works projects or five years of appropriate training or an equivalent combination of experience and education which provides the knowledge skills and abilities necessary to perform the essential functions of the position.~~

Commented [DV6]: not needed

Commented [DV7]: Consistency in wording

Must be physically capable of safely moving about on construction work sites.

Ability to speak, read, and write the English language.

Possession of, or the ability to obtain a valid State drivers license.

WORKING CONDITIONS:

Work is performed approximately ~~77~~0% in an office environment and approximately ~~33~~0% in the field providing construction inspections, performing surveys, collecting data, and/or site reviews. Field activities may include work in moderate to extreme weather conditions. Office activities include working at a computer terminal, writing, and filing. Overtime may be required and working outside of a regular shift may be required during emergency situations.

PHYSICAL REQUIREMENTS:

The duties of the above position require walking over uneven terrain, sitting, stooping, climbing, pulling, bending, reaching, twisting, and the ability to lift up to 50 pounds. Requires finger dexterity, sense of touch, gripping with fingers and hands; ability to see, hear voice conversation, and to speak.

The statements contained herein reflect general details as necessary to describe the essential functions of this job, the level of knowledge, the skills typically required and the scope of responsibility, but should not be considered as an all-inclusive/all-inclusive listing of work requirements. Individuals may perform other duties as assigned.

including work in other functional areas to cover absences or relief, to equalize peak work periods, or otherwise to balance the work-loadworkload.

It is the policy of Skamania County not to discriminate against any person with regard to race, color, national origin, sex, age, religion, physical/mental disability, creed, marital status, pregnancy and maternity, sexual orientation, gender identity, veteran status, guide dog or service animal, and genetic information or any other protected status under federal or state statute.

RESOLUTION 2022-08

(In the matter of Skamania County Commissioner District Boundaries based on 2020 United States decennial census.)

WHEREAS, the United States Census Bureau, as required by federal law, conducted a decennial population census of the United States in 2020; and

WHEREAS, per RCW 29A.76.010(1) it is the responsibility of the Skamania County Board of Commissioners to periodically redistrict the County based on population information from the most recent federal decennial census; and

WHEREAS, RCW 29A.76.010(3) requires the commissioner districts to be as nearly equal in population as possible, to be as compact as possible, to consist of a geographically contiguous area; to not favor or disfavor any racial group or political party and to the extent possible, coincide with existing recognized natural boundaries and to preserve existing communities of related and mutual interests; and

WHEREAS, the Board of Commissioners held a workshop in public meeting on October 13, 2021, to gather information about the redistricting requirements and to review various options for setting the boundaries of Skamania County Commissioner districts; and

WHEREAS, the Board of Commissioners held a public hearing on **March 8, 2022** to review and consider the various options, and to take testimony from the public concerning the redistricting of commissioner districts; and

NOW, THEREFORE, BE IT RESOLVED, that the Skamania County Commissioners hereby retains current Skamania County Commissioner district boundaries as shown in Attachment A to this resolution.

Dated this ___ day of _____ 2022.

**BOARD OF COMMISSIONERS
SKAMANIA COUNTY, WASHINGTON**

Richard Mahar, Chairman

T.W. Lannen, Commissioner

Robert Hamlin, Commissioner

ATTEST:

Debbie Slack, Clerk of the Board

Approved as to form only:

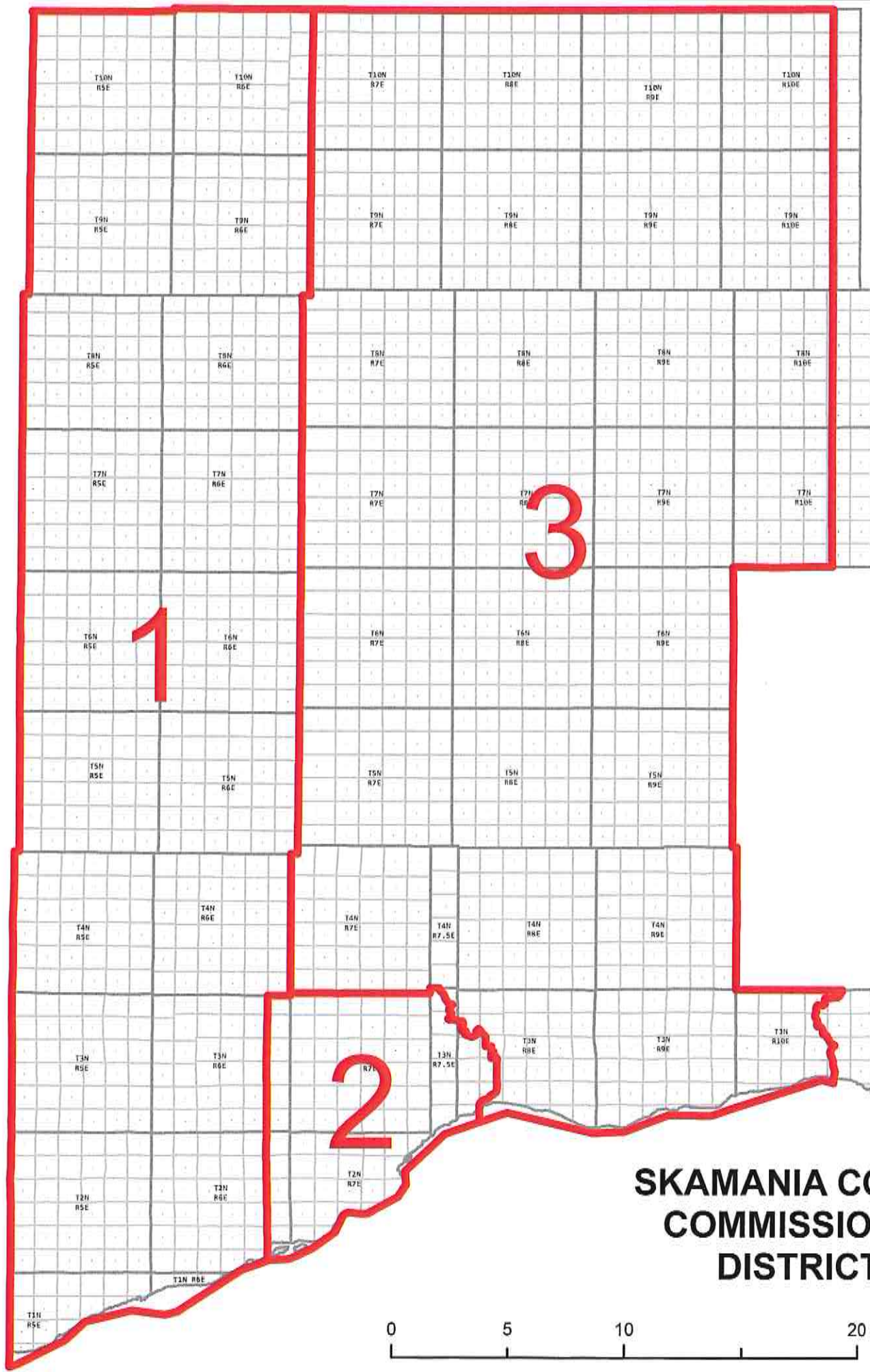
Adam Kick,
Skamania County Prosecuting Attorney

Aye _____

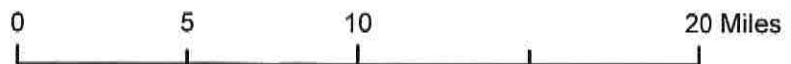
Nay _____

Abstain _____

Absent _____



SKAMANIA COUNTY COMMISSIONER DISTRICTS



Commissioners Districts Legal Description

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District One	Page 2
District Two	Page 2
District Three	Page 3

District One

The **True Point of Beginning** being the northwest corner of Section 6, Township 10 North, Range 5 East, W.M.; and said point being on the north line of Skamania County, thence east along the north line of Skamania County to the northeast corner of Section 1, Township 10 North, Range 6 East, W.M.; thence south along the east range line of Range 6 East, to the northeast corner of Section 1, Township 3 North, Range 6 East, W.M.; thence west along the north line of Section 1, to the northwest corner of Section 1, Township 3 North, Range 6 East, W.M.; thence south along the east lines of Sections: 2, 11, 14, 23, 26, and 35 of Township 3 North, Range 6 East, W.M.; and Sections: 2, 11, 14, 23, 26, and 35 of Township 2 North, Range 6 East, W.M.; to the south boundary of the State of Washington thence west along the south boundary of the State of Washington to the intersection of the south boundary of the State of Washington and the west line of Skamania County, thence north along the west line of Skamania County to the **True Point of Beginning**.

District Two

The **True Point of Beginning** being the northwest corner of Section 1, Township 3 North, Range 6 East, W.M.; said point being on the north line of Township 3 North; thence east along north line of Section 1, Township 3 North, Range 6 East, W.M.; to the northeast corner of said Section 1; thence north along the west line of Section 6, Township 3 North, Range 7 East, W.M.; to the northwest corner of said Section 6; thence east along the north line of said Township 3 North, Range 7 East, W.M.; to the southeast corner of Section 36, Township 4 North, Range 7 East, W.M.; thence north along the east line of said Section 36, to the northwest corner of Section 1, Township 3 North, Range 7.5 East, W.M.; thence east along the north line of said Section 1, to the intersection with the thread of Wind River; thence southeasterly along the thread of Wind River to the intersection of the centerline of county road known as Wind River Road, said point being in the N.E. 1/4 of the S.E. 1/4 of Section 7, Township 3 North, Range 8 East, W.M.; thence southwestly following the centerline of Wind River Road to its intersection with High Bridge Road; thence southeasterly along centerline of High Bridge Road to the intersection of Metzger Road; thence south along the centerline Metzger Road to the intersection of Dillingham Loop; thence easterly, southerly and westerly along centerline of Dillingham Loop to the intersection with Metzger Road; thence southeasterly along the centerline of Metzger Road to the intersection with Vine Maple Loop; thence northerly, easterly, and southerly along centerline of Vine Maple Loop to the intersection with Metzger Road; thence easterly to the intersect with Wind River Road; thence southwestly to the centerline of State Road 14; thence westerly following the centerline of State Route 14 to its intersection with the west line of Section 29, Township 3 North, Range 8 East, W.M.; thence south to the south boundary of the State of Washington; thence southwestly along the south boundary of the State of Washington to the extended east line of Section 35, Township 2 North, Range 6 East, W.M.; thence north along the east lines of Sections 35, 26, 23, 14, 11 and 2 of Township 2 North, Range 6 East, W.M. to the southeast corner of Section 35, Township 3 North, Range 6 East W.M.; thence north along the east lines of Sections 35, 26, 23, 14, 11 and 2 to the northwest corner of Section 1, Township 3 North, Range 6 East, W.M., and the **True Point of Beginning**.

District Three

The **True Point of Beginning** being the northwest corner of Section 6, Township 10 North, Range 7 East, W.M.; and said point being on the north line of Skamania County; thence east along the north line of Skamania County through Ranges 8, and 9, to the northeast corner of Section 1, Township 10 North, Range 9 East, W.M., said point being the east line of Skamania County; thence south, and east, along the east line of Skamania County to the thread of the White Salmon River; thence southerly along thread of the White Salmon River to the south boundary of the State of Washington; thence westerly along the south boundary of the State of Washington to extended west line of Section 32, Township 2 North, Range 8 East, W.M.; thence north along said line of Section 32 to the centerline of State Route 14; thence northeasterly following the centerline of State Route 14 to intersection of the centerline of Wind River Road; thence northerly following the centerline of Wind River Road to its intersection with Metzger Road; thence westerly along said centerline of Metzger Road to its intersection with the centerline of a county road known as Vine Maple Loop; thence northerly, westerly and southerly along said centerline of Vine Maple Loop to its intersection with the centerline of said Metzger Road; thence westerly and northerly along the centerline of said Metzger Road to its intersection with the centerline of a county road known as Dillingham Loop; thence easterly, northerly and westerly along said centerline of Dillingham Loop to its intersection with the centerline of said Metzger Road; thence along said centerline of Metzger Road to its intersection with the centerline of a county road known as High Bridge Road; thence westerly and northerly along said centerline of High Bridge Road to its intersection with the centerline of said Wind River Road; thence northerly along the centerline of Wind River Road to its intersection with the thread of Wind River; thence northwesterly along the thread of Wind River to the intersection with the south line of Section 36, Township 4 North, Range 7 1/2 East, W.M.; thence west to the southwest corner of said Section 36; thence south along the east line of Section 36, Township 4 North, Range 7 East, W.M. to the southeast corner of said Section 36; thence westerly along the south lines of Sections 36, 35, 34, 33, 32 and 31, Township 4 North, Range 7 East, W.M., to the southwest corner of said Township 4 North, Range 7 East, W.M.; thence north along the west line of Range 7 East, through Townships 4, 5, 6, 7, 8, 9 and 10 North, to the **True Point of Beginning**.

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

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.

Commissioner Meetings are open to public attendance with limited available seating, exercising social distancing. Seating will be on a first come, first serve basis. If there is more attendance than seating, you will be asked to leave the Courthouse and phone in using ZOOM using the following numbers.

1 346 248 7799

1 646 558 8656

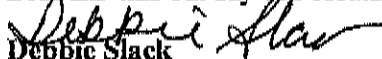
1 212 626 6799

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 16th and February 23rd, 2022
Send Bill to: Commissioners

RESOLUTION 2022-06
(Supplemental Budget #1 for 2022 budget for various funds)

WHEREAS, various funds and departments have unanticipated expenditures and revenues for 2021; and

WHEREAS, pursuant to RCW 36.40.100, 36.40.195 and Resolution 1999-31, the Board has the authority to transfer, revise or supplement its budget and to increase budgets with unanticipated funds; and

WHEREAS, pursuant to RCW 36.40.100, the Board has the authority to transfer funds; and


NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby creates, transfers, revises or supplements the 2022 budget as described in "Attachment A";

BE IT FINALLY RESOLVED that the Clerk of the Board is hereby directed to give due notice of a public hearing upon this resolution for adoption on the 8th of March 2022 at 5:30 o'clock p.m. or shortly thereafter.

PASSED IN REGULAR SESSION this 1st day of February 2022.



ATTEST:


Debbie Slack, Clerk of the Board

SKAMANIA COUNTY, WASHINGTON


Richard Mahar, Chairman


T.W. Lannen, Commissioner


Robert Hamlin, Commissioner

RESOLUTION NO. 2022-06 IS HEREBY APPROVED AND ADOPTED in regular session this 8th day of March 2022 upon public hearing having been held in accordance with the laws of the State of Washington.

**BOARD OF COMMISSIONERS
SKAMANIA COUNTY, WASHINGTON**

Richard Mahar, Chairman

ATTEST:

T.W. Lannen, Commissioner

Debbie Slack, Clerk of the Board

Robert Hamlin, Commissioner

APPROVED AS TO FORM ONLY:

Adam Kick, Prosecuting Attorney

For _____
Against _____
Abstain _____
Absent _____

NOTICE OF PUBLIC HEARING
Before the
Board of Skamania County Commissioners

PURPOSE: Skamania County Board of Commissioners hereby gives notice that a public hearing will be held to consider Resolution 2022-06 Supplemental Budget #1 for 2022 to supplement budgets for various funds due to unanticipated expenditures and revenues unknown at the time of approval of the 2022 Budget.

Oral and written comments will be considered at the public hearing by the Board of Commissioners. Written comments may be sent to Skamania County Board of Commissioners, Attn: Clerk of the Board, PO Box 790, Stevenson, WA 98648 or slack@co.skamania.wa.us Anyone interested may appear and be heard.

Copies of Supplemental Budget #1 are available to the public, after 1 p.m. on the Wednesday prior to the public hearing in the Commissioners' Office, Room 15, 240 NW Vancouver Avenue, Stevenson, WA.

DATE: March 8, 2022
TIME: 5:30 PM
PLACE: Skamania County Courthouse, Room No. 18 (lower level)
240 NW Vancouver Avenue
Stevenson, WA.

Commissioner Meetings are open to public attendance with limited available seating, exercising social distancing. Seating will be on a first come, first serve basis. If there is more attendance than seating, you will be asked to leave the Courthouse and phone in using ZOOM using the following numbers.

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

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 1st day of February 2022.

Debbie Slack
Clerk of the Board

Publish: November 11, 2020 and November 18, 2020

DATE: February 1, 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:

- I. Document: Notice of public hearing to consider Resolution 2022-06 Supplemental Budget #1 for 2022
Publish as: Legal Notice
Publish on: February 9th and February 16th, 2022
Send Bill to: Commissioners

Resolution 2021-06
Supplemental Budget #1 Explanation
Attachment A
Public Hearing
March 8, 2022
5:30 p.m.

The total Current Expense spending authority requested for this supplemental not covered by increased revenues or other budget offsets is \$14,210.96
Year to date funds requested by supplemental from Current Expense is \$14,210.96

\$25,000 – Information Technology (0010.221) To replace switch at Annex that has reached the end of its useful life. These funds are also being requested on the internal ARPA request list. (Offset – Cumulative Reserve Information Technology Fund 1028.000, Fund balance in the CR IT fund after this transfer will be \$337,245.60)

\$5,269 – Superior Court (0010.120) Unspent funds from 2021 OPD Blake grant that must be returned (Offset – Current Expense Non-Departmental Revenues)

\$96,000 – County Clerk (0010.130) Recoupment of costs of resentencing and vacating the sentences of defendants whose convictions or sentences are affected by State vs. Blake. Provide a legal financial obligation aid pool to assist counties that are obligated to refund legal financial obligations previously paid by defendants whose convictions or sentences were affected by the State vs. Blake ruling. (Offset – State Reimbursement of LFO refunds/Cost Recoupment)

\$98,899 – Community Events and Recreation (0010.345) Community Events and Recreation received 3 grants that are not included in the 2022 budget. All these grants are for the improvement of the Skamania County Fairgrounds. These grants are from the Department of Agriculture specifically for county fairs. The Well project is in the budget, but BARS numbers need to be corrected. The grant comes from the Department of Commerce. (Offset – Department of Agriculture and Department of Commerce grants)

\$8,941.96 – Operating Transfers Out (0010.370) In 2021 more ARPA funds were transferred to the Prosecutor's Office then needed to cover the increase of a position from 60% to 80% - waited for 2021 payroll to be complete. Transferring funds from Current Expense to the ARPA funds (Offset – Current Expense Non-Departmental Revenues)

\$472,500.00– Emergency 911 (1080.000) Additional grant pass through funding was received for the large multi-agency 911 project (Offset – State Military Department)

\$91,141.21 – Wind River Business Park (1291.000) Beginning Cash Adjustments – Actuals as of January 1, 2022.

1,613.82 – Cable TV (1130.000) Beginning Cash Adjustments – Actuals as of January 1, 2022.

\$37,566.41 – County Road (1400.000) Beginning Cash Adjustments – Actuals as of January 1, 2022.

\$8,941.96– ARPA Fund (1900.000) Beginning Cash Adjustments – Actuals as of January 1, 2022.

\$115,718.25 – REET (3010.100) Beginning Cash Adjustments – Actuals as of January 1, 2022.

\$182,193.01 – Solid Waste (4010.000) Beginning Cash Adjustments – Actuals as of January 1, 2022, and reducing ending cash to raise the Equipment line item for an emergent need for a new backhoe

\$127,639.29 – Building Inspection and Environmental Health (4020.000) - Beginning Cash Adjustments – Actuals as of January 1, 2022.

\$93,315.30 – ER & R General (5010.000) - Beginning Cash Adjustments – Actuals as of January 1, 2022.

\$38,926.51 – ER & R County Road Replacement (5010.101) Beginning Cash Adjustments – Actuals as of January 1, 2022, and authorize purchase of new welder and pickup plow

\$95,337.40 – ER & R Sheriff's Replacement (5010.102) Beginning Cash Adjustments – Actuals as of January 1, 2022.

\$(23,168.88) – ER & R Current Expense Replacement (5010.103) Beginning Cash Adjustments – Actuals as of January 1, 2022.

\$(818.07) – ER & R Senior's Vehicle Replacement (5010.105) Beginning Cash Adjustments – Actuals as of January 1, 2022.

\$4,725.11 – ER & R Noxious Weed Vehicle Replacement (5010.106) Beginning Cash Adjustments – Actuals as of January 1, 2022.

\$11,215.46 – ER & R Community Health Computer Replacement (5010.108) Beginning Cash Adjustments – Actuals as of January 1, 2022.

\$615.76 – ER & R Computer Replacement (5010.109) Beginning Cash Adjustments – Actuals as of January 1, 2022.

\$(61.63) - ER & R Solid Waste Computer Replacement (5010.110) Beginning Cash Adjustments – Actuals as of January 1, 2022.

\$(4,622.50) – ER & R Sheriff Computer Replacements (5010.111) Beginning Cash Adjustments – Actuals as of January 1, 2022.

\$(430.69) – ER & R Weed Computer Replacement (5010.112) Beginning Cash Adjustments – Actuals as of January 1, 2022.

\$(1,385.85) – ER & R Seniors Computer Replacement (5010.113) Beginning Cash Adjustments – Actuals as of January 1, 2022.

\$(12,504.85) – ER & R C/E Computer Replacement (5010.114) Beginning Cash Adjustments – Actuals as of January 1, 2022.

\$22,547.95 – ER & R Radio Maintenance (5010.200) Beginning Cash Adjustments – Actuals as of January 1, 2022.

\$9,058.31 – ER & R Radio Infrastructure (5010.201) Beginning Cash Adjustments – Actuals as of January 1, 2022.

\$(121,013.75) – ER & R Stores (5010.300) Beginning Cash Adjustments – Actuals as of January 1, 2022.

ATTACHMENT A - RESOLUTION 2022-06

Supplemental Budget #1 to 2022 Budget

Year To Date funds requested from Current Expense (Not covered by increased departmental revenues)	\$ 14,210.96
Total Needed from Current Expense for this Supplemental	\$ 14,210.96

Current Expense Funds

Information Technology	0010.221.397.000.000	Transfer in for CR/IT	\$ 25,000.00
Information Technology	0010.221.594.750.620	Capital Expenditure	<u>\$ 25,000.00</u>
CR/IT	1028.000.594.180.640	Machinery & Equipment	\$ (25,000.00)
CR/IT	1028.000.597.000.000	Operating Trans out to IT (CE)	<u>\$ 25,000.00</u>
Non-Departmental Revenues	0010.380.308.910.000	Unreserved Beginning Cash	\$ 5,269.00
Superior Court	0010.120.512.210.490	Miscellaneous	<u>\$ 5,269.00</u>
Clerk	0010.130.389.900.000	State Reimbursement - LFO Funds	\$ 96,000.00
Clerk	0010.130.589.900.490	LFO Refunds/Cost Recoupment extraordinary expenses	<u>\$ 96,000.00</u>
Community Events & Rec	0010.345.334.021.000	Dept of Agriculture	\$ 18,000.00
Community Events & Rec	0010.345.334.021.000	Dept of Agriculture	\$ 29,950.00
Community Events & Rec	0010.345.334.021.000	Dept of Agriculture	\$ 50,949.00
Community Events & Rec	0010.345.334.042.000	WA State Dept of Commerce	\$ 52,000.00
Community Events & Rec	0010.345.334.021.000	Department of Agriculture	<u>\$ (52,000.00)</u>
			\$ 98,899.00
Community Events & Rec	0010.345.594.750.621	Goat Panels	\$ 18,000.00
Community Events & Rec	0010.345.594.750.622	Garage Doors	\$ 29,950.00
Community Events & Rec	0010.345.594.760.612	Irrigation Projects	\$ 50,949.00
Community Events & Rec	0010.345.575.400.410	Well Project	\$ (52,000.00)
Community Events & Rec	0010.345.594.760.611	Well Project	<u>\$ 52,000.00</u>
			\$ 98,899.00
Non- Departmental Revenues	0010.380.308.910.000	Unreserved Beginning Cash	\$ 8,941.96
Operating Transfer Out	0010.370.597.000.033	To ARPA Fund	<u>\$ 8,941.96</u>

SPECIAL REVENUE FUNDS

Emergency 911	1080.000.334.018.000	State Military Dept.	\$ 472,500.00
Emergency 911	1080.000.594.280.640	Capital Equipment	<u>\$ 472,500.00</u>
Wind River Business Park	1291.000.308.410.000	Beginning Cash	\$ 91,141.21
Wind River Business Park	1291.000.508.800.000	Ending Cash	<u>\$ 91,141.21</u>
Cable TV	1130.000.308.410.000	Beginning Cash	\$ 1,613.82
Cable TV	1130.000.508.800.000	Ending Cash	<u>\$ 1,613.82</u>

County Road	1400.000.308.410.000	Beginning Cash	\$	37,566.41
County Road	1400.000.508.800.000	Ending Cash	\$	<u>37,566.41</u>

ARPA	1900.000.397.000.000	Operating Transfer In from CIE	\$	8,941.96
ARPA	1900.000.508.310.000	Ending Cash	\$	<u>8,941.96</u>

CAPITAL IMPROVMENT FUNDS

REET	3010.100.308.410.000	Beginning Cash	\$	115,718.25
REET	3010.100.508.800.000	Ending Cash	\$	<u>115,718.25</u>

ENTERPRISE FUNDS

Solid Waste	4010.000.308.410.000	Beginning Cash	\$	182,193.01
Solid Waste	4010.000.508.800.000	Ending Cash	\$	(2,806.99)
Solid Waste	4010.000.594.370.640	Equipment - Back Hoe	\$	<u>185,000.00</u>
			\$	<u>182,193.01</u>

Bldg. Inspection & Environ Health	4020.000.308.800.000	Beginning Cash	\$	127,639.29
Bldg. Inspection & Environ Health	4020.000.508.800.000	Ending Cash	\$	<u>127,639.29</u>

INTERNAL SERVICES FUNDS

ER & R General	5010.000.308.410.000	Beginning Cash	\$	93,615.30
ER & R General	5010.000.508.800.000	Ending Cash	\$	<u>93,615.30</u>

ER & R County Road Replacement	5010.101.308.410.000	Beginning Cash	\$	38,926.51
ER & R County Road Replacement	5010.101.508.800.000	Ending Cash	\$	26,926.51
ER & R County Road Replacement	5010.101.594.480.640	Pickup Plow and Welder	\$	<u>12,000.00</u>
			\$	<u>38,926.51</u>

ER & R Sheriff's Replacement	5010.102.308.410.000	Beginning Cash	\$	95,337.40
ER & R Sheriff's Replacement	5010.102.508.800.000	Ending Cash	\$	<u>95,337.40</u>

ER & R Current Expense Replacement	5010.103.308.410.000	Beginning Cash	\$	(23,168.88)
ER & R Current Expense Replacement	5010.103.508.800.000	Ending Cash	\$	<u>(23,168.88)</u>

ER & R Senior's Vehicle Replacement	5010.105.308.410.000	Beginning Cash	\$	(818.07)
ER & R Senior's Vehicle Replacement	5010.105.508.800.000	Ending Cash	\$	<u>(818.07)</u>

ER & R Noxious Weed Vehicle Replacement	5010.106.308.410.000	Beginning Cash	\$	4,275.11
ER & R Noxious Weed Vehicle Replacement	5010.106.508.800.000	Ending Cash	\$	<u>4,275.11</u>

INTERNAL SERVICES FUNDS (CONTINUED)

ER & R Community Health Computer Replacement	5010.108.308.410.000	Beginning Cash	\$	11,215.46
ER & R Noxious Weed Vehicle Replacement	5010.108.508.800.000	Ending Cash	\$	<u>11,215.46</u>
ER & R Computer Replacement	5010.109.308.410.000	Beginning Cash	\$	615.76
ER & R Computer Replacement	5010.109.508.800.000	Ending Cash	\$	<u>615.76</u>
ER & R Solid Waste Computer Replacement	5010.110.308.410.000	Beginning Cash	\$	(61.63)
ER & R Solid Waste Computer Replacement	5010.110.508.800.000	Ending Cash	\$	<u>(61.63)</u>
ER & R Sheriff Computer Replacement	5010.111.308.410.000	Beginning Cash	\$	(4,622.50)
ER & R Sheriff Computer Replacement	5010.111.508.800.000	Ending Cash	\$	<u>(4,622.50)</u>
ER & R Weed Computer Replacement	5010.112.308.410.000	Beginning Cash	\$	(430.69)
ER & R Weed Computer Replacement	0010.380.308.800.000	Ending Cash	\$	<u>(430.69)</u>
ER & R Senior's Computer Replacement	5010.113.308.410.000	Beginning Cash	\$	(1,385.85)
ER & R Senior's Computer Replacement	5010.113.508.800.000	Ending Cash	\$	<u>(1,385.85)</u>
ER & R Current Expense Computer Replacement	5010.114.308.410.000	Beginning Cash	\$	(12,504.85)
ER & R Current Expense Computer Replacement	5010.114.508.800.000	Ending Cash	\$	<u>(12,504.85)</u>
ER & R Radio Maintenance	5010.200.308.410.000	Beginning Cash	\$	22,547.95
ER & R Radio Maintenance	5010.300.548.400.344	Bulk Fuel	\$	<u>22,547.95</u>
ER & R Radio Infrastructure	5010.201.308.410.000	Beginning Cash	\$	9,058.31
ER & R Radio Infrastructure	5010.201.508.800.000	Ending Cash	\$	<u>9,058.31</u>
ER & R Stores	5010.300.308.410.000	Beginning Cash	\$	(121,013.75)
ER & R Stores	5010.300.508.800.000	Ending Cash	\$	<u>(121,013.75)</u>