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SKAMANIA COUNTY BOARD OF COMMISSIONERS
240 NW Vancouver Ave.
Stevenson, WA 98648
Agenda for March 15, 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 15, 2022

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. (17 items)

1. Authorization to purchase backhoe for Solid Waste, expenditure authority was granted with approval of Supplemental Budget #1 on March 8, 2022.
2. Joint Resolutions 2022-14 and 2022-15 with Clark County Council and Klickitat County Commissioners to appoint Vancouver City Council representatives to the Fort Vancouver Regional Library District Board.
3. Resolution 2022-16, to pay and partially re-pay Current Expense loans.
4. Resolution 2022-17, Interfund Loan from CR Loan fund to Current Expense fund.
5. Resolution 2022-13, Updating the Fairgrounds Capital Improvement fund, establishing requirements.
6. Memorandum of Understanding with OPEIU, Local 11, Public Work's Bargaining Unit for VEBA purposes.
7. Contract with Rainier Amusements, LLC to provide a carnival for the 2022 Skamania County Fair.
8. Call for Request for Qualifications for High-Cost Bridge Inspections and advertise RFQ in official county newspaper.
9. Agreement with Interlaken Resort Company to provide funding for the control of noxious weeds at the resort in Stevenson, WA.
10. Skamania County Sheriff's Office Subrecipient Contract with Ferry County to allow Ferry County to receive pass through funds for Next Generation 911 Telephone Equipment from the NG911 National Highway Traffic Safety Administration Federal Grant, administered by Skamania County Sheriff.
11. Modification #3 with USFS Gifford Pinchot National Forest for law enforcement services on the Gifford Pinchot National Forest.
12. Contract Amendment #4 with Washington State Military Department and National Highway Traffic Safety Administration to increase grant funding and decrease match amount to 0.
13. Subrecipient Contract Amendment #1 with Ferry County Sheriff's Office to increase funding and decrease the total match to 0.
14. Subrecipient Contract Amendment #1 with Lincoln County Sheriff's Office to increase funding and decrease the total match to 0.

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

15. Subrecipient Contract Amendment #1 with Skagit 911 Emergency Communications to increase funding and decrease the total match to 0 and amends performance period end date.
16. Subrecipient Contract Amendment #1 with Okanogan County Sheriff's Office to increase funding and decrease the total match to 0.
17. Subrecipient Contract Amendment #1 with San Juan County Sheriff's Office to increase funding and decrease the total match to 0.

Non-Consent Agenda Items: (2 items) Each require a separate motion

1. Voucher Approval
2. Revised Job Descriptions for Clerk's Civil Court Clerk I, Clerk's Civil Court Clerk II, Clerk's Chief Deputy Clerk

Meeting Updates

10:00 AM

Department Head Reports

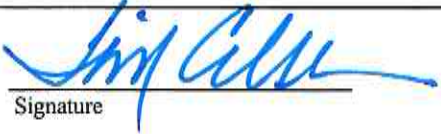
Lunch

1:30 PM

Forest Service Updates with Rebecca Hoffman, Mt. St. Helen's National Volcanic Monument Manager, and Erin Black, Mt. Adam's District Ranger

Adjourn

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	Public Works	
	Department	Signature
<u>AGENDA DATE</u>	March 15, 2022	
<u>SUBJECT</u>	<u>Authorization to Purchase Backhoe for Solid Waste 4010</u>	
<u>ACTION REQUESTED</u>	<u>Sign Authorization to Purchase</u>	

SUMMARY/BACKGROUND

Skamania County Solid Waste has an emergent need for a backhoe due to unanticipated mechanical failures. The current backhoe is over 22 years old and is not dependable enough to be used daily at the Stevenson Facility. It is our plan to move the current backhoe to the Cook Underwood facility which is only open one day per week and utilize the new backhoe at the Stevenson facility. The backhoe will be purchased from the State DES contract with Sourcewell contract #01020/032119.

FISCAL IMPACT

\$159,188.68

RECOMMENDATION

Approve Authorization to Purchase

LIST ATTACHMENTS

Authorization to Purchase



AUTHORIZATION TO PURCHASE

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

SKAMANIA COUNTY

DATE OF REQUEST: 9-Mar-22

ITEM REQUESTED FOR PURCHASE: Backhoe

PURPOSE OF ITEM TO BE PURCHASED: For use at Stevenson Transfer Station to replace old backhoe

PROPOSED VENDOR: Peterson Caterpillar

APPROXIMATE AMOUNT OF PURCHASE: \$159,188.68

REQUESTED BY: Brad Uhlig

SUPERVISOR APPROVAL: *[Signature]*

BUDGET OKAY: _____

SUPPLEMENTAL BUDGET YES NO

Approved Supplemental #1 2022

SOURCE OF FUNDING: Solid Waste Reserves

DEPARTMENT HEAD APPROVAL: *[Signature]*

COMMISSIONER APPROVAL (2 Signatures required)

PETERSON

February 24, 2022

SKAMANIA COUNTY
 575 SW ROCK CREEK DR
 STEVENSON Washington 98648
 Attention: BRAD UHLIG

RE: Quote 201788-02

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

One (1) New Caterpillar Model: 420XE Backhoe Loaders

MACHINE SPECIFICATIONS

420 XE 07A BACKHOE LOADER CFG1	563-5593	\$100,180.00
STICK, EXTENDABLE, 14FT	543-4284	\$5,240.00
PT, 4WD/2WS, POWERSHIFT	544-1068	\$10,430.00
ENGINE, 74.5KW, C3.6 DITA, T4F	541-9540	\$10,370.00
HYDRAULICS, MP, 6FCN/8BNK, EH	585-1161	\$3,000.00
LOADER, ST, PL	585-1162	\$0.00
CAB, DELUXE	544-0883	\$9,120.00
DISPLAY, TOUCH SCREEN	545-5048	\$730.00
WORKLIGHTS (8) LED LAMPS	491-6736	\$955.00
SEAT, DELUXE FABRIC, HEATED	507-5500	\$1,560.00
BELT, SEAT, 2" SUSPENSION	206-1747	\$0.00
AIR CONDITIONER, T4F	542-7810	\$2,610.00
PRODUCT LINK, CELLULAR, PLE643	560-6797	\$0.00
TIRES, 340 80-18/500 70-24, MX	533-0488	\$1,820.00
COUNTERWEIGHT, NONE	337-9693	\$0.00
STABILIZER PADS, FLIP-OVER	9R-6007	\$365.00
LOADER BUCKET PINS	545-8548	\$0.00
BUCKET-MP, 1.4 YD3, PO, BLACK	581-9002	\$7,486.00
CUTTING EDGE, TWO PIECE, WIDE	9R-5320	\$329.00
BUCKET-HD, 24", 6.2 FT3	219-3387	\$1,778.00
RIDE CONTROL	551-6453	\$1,615.00
COUPLING, QD, THREADED WITH CAPS	456-3390	\$403.00
THUMB, HYDRAULIC, NO TINE, BHL	282-5409	\$5,778.00
THUMB, TINE, A 1	221-4282	\$438.00
AUX READY, E-STICK	582-7395	\$1,590.00
LINES, COMBINED AUX, E-STICK	548-1231	\$3,800.00
AUTO-UP STABILIZERS	567-5090	\$0.00
BEACON, MAGNETIC MOUNT, STROBE	433-0154	\$372.00
STANDARD RADIO (12V)	540-2298	\$600.00
USB POWER PORT	553-5854	\$35.00
FAN	387-6682	\$250.00
BATTERY, HEAVY DUTY	516-5913	\$247.00
PLATE GROUP - BOOM WEAR	423-7607	\$234.00
MIRRORS, EXTERNAL, BOTH SIDES	382-2499	\$790.00

SELL PRICE	\$172,125.00
SOURCEWELL MEMBER DISCOUNT AT 22% OF CAT CONTENT	(\$37,867.50)
SOLID TIRES INSTALLED	\$13,550.00
NET BALANCE DUE	\$147,807.50
SALES TAX (7.7%)	\$11,381.18
AFTER TAX BALANCE	\$159,188.68

WARRANTY

Standard Warranty: 12 Month, Unlimited Hours Standard Warranty

F.O.B./TERMS: Skamania County

01020

ADDITIONAL CONSIDERATIONS

- Quoted as per Sourcewell Contract# 032119-CAT

Accepted by _____ on _____

Signature

This Quote is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,
 Joe Lindberg
 Machine Sales Representative
 Peterson CAT
 (503) 880-6648
 JALindberg@petersoncat.com



MEMORANDUM

DATE: March 3, 2022

TO: Clark County Council

FROM: Vancouver City Council

RE: **Nomination for appointment to the Fort Vancouver Regional Library District Board**

CC: Michelle Pfenning, County Councilors Office
Amelia Shelley, Fort Vancouver Regional Library District

The Fort Vancouver Regional Library District Board is the governing body for the library district and oversees the library system, the service area of which includes the City of Woodland and Clark, Klickitat, and Skamania counties. The City of Vancouver has two representatives on the board.

The Fort Vancouver Regional Library District Board currently has two Vancouver positions up for appointment. On Monday, February 28, 2022, the Vancouver City Council unanimously approved the nomination of Megan Dugan for the mid-term seat expiring December 31, 2023 and Kaitlin Dittmar for the mid-term seat expiring December 31, 2025. The beginning date of these terms are contingent upon final approval by the Clark, Skamania and Klickitat county boards of commissioners.

If you have any questions about the City Council's nomination, please contact Shannon Ripp, Boards and Commissions Coordinator, at (360) 487-8600 or bc_coordinator@cityofvancouver.us.

Vancouver City Council

Mayor Anne McEnerny-Ogle • Bart Hansen • Ty Stober • Erik Paulsen • Sarah J. Fox • Diana Perez • Kim Harless
City Manager Eric J. Holmes

**JOINT RESOLUTION
OF THE CLARK COUNTY COUNCIL AND THE
KLICKITAT AND SKAMANIA BOARDS OF COUNTY
COMMISSIONERS**

Clark County Resolution #
Klickitat County Resolution #
Skamania County Resolution # *2022-15*

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. 2 which was held by Kelly Smith representing the City of Vancouver, will expire on December 31, 2025; and

WHEREAS, Kelly Smith has submitted her resignation; and

WHEREAS, Kaitlin Dittmar of Vancouver, Washington has expressed a desire and has accepted an invitation for appointment to Position No. 2 representing the City of Vancouver; and

WHEREAS, it is the desire of the Clark County Council and Boards of County Commissioners of Klickitat and Skamania counties to appoint Kaitlin Dittmar to Position No. 2, representing the City of Vancouver.

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 Kaitlin Dittmar is hereby appointed to serve as trustee of the Fort Vancouver Regional Library as the City of Vancouver's designee, effective immediately and December 31, 2025.

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 _____ day of _____, 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.

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 _____



City of Vancouver Boards and Commissions Application Form

City Hall • 415 W. 6th Street • Vancouver, WA 98660
City Manager/Mayor's Office • jill.brown@cityofvancouver.us
Voice 360-487-8641 • Fax 360-487-8625 •
www.cityofvancouver.us/boards

Submitted on Thursday, November 25, 2021 - 10:08am

Board or Commission you are applying for: Fort Vancouver Regional Library District Board of Trustees

Have you served on this board or commission in the past? No

If "Yes" please explain:

First Name: Kaitlin

Last Name: Dittmar

Home address: 701 E McLoughlin Blvd, Unit 205

City: Vancouver

State: Washington

Zip: 98663

Mailing address:

City:

State: Washington

Zip:

Business address:

City:

State: Washington

Zip:

Email address: kdittmar@ywcaclarkcounty.org

Primary phone: 3606056065

Secondary phone: 3609069121

Do you reside in the City limits? Yes

Length of residency in Vancouver: 4

Occupational status and background:

I currently work as the SafeChoice Manager of Community Services and Outreach at the YWCA Clark County. I began working as a domestic violence advocate and worked my way up to managing the domestic violence department at our community office.

What skills would you contribute to the committee or commission?:

I have strong organizational skills, am an active participant in community organizing around

issues like racial justice, anti-racism, LGBTQ+ rights, and domestic violence. I am also an MFA candidate at Portland State University and expect to graduate Spring of 2022 with my MFA in Creative Writing. I love Vancouver and plan to be here for a long time, and would love to continue using my voice to speak out against inequality and to strengthen organizations I believe in - like the library.

Why are you seeking appointment?:

Growing up in a home with domestic violence, I was practically raised by my local library. Now, as an adult, I would love nothing more than to give back to the institution that gave me so very much. I see a strong crossover between my work as a domestic violence advocate and manager and the work a library does in a community. Libraries serve our most marginalized populations in innumerable ways, and I want to be a part of ensuring that vital work can continue.

Are you employed by the City of Vancouver? No

Do you, or does your firm or place of employment do business with the City of Vancouver? No

If yes, please describe:

If your employer does business with the City of Vancouver and you receive compensation other than salary (such as bonus, stock, commission) please explain: N/A

Do you, your firm or place of employment, have business that may involve a contract with the City for land, materials, supplies, or services? No

If yes, please describe:

Organizational affiliations:

YWCA Clark County

Are you interested in serving on other Boards or Commissions? Yes



KAITLIN DITTMAR

PROFILE

CONTACT



Vancouver, WA



EDUCATION

MASTER OF FINE ARTS

Creative Writing – Fiction
Portland State University
Exp. May 2022

BACHELOR OF ARTS

English – Literary Studies
Washington State University Vancouver
Graduated 2020

GPA: 3.890
Magna Cum Laude
President's Honor Roll

COURSEWORK COMPLETED

Flagler College &
Montana State University Billings
2012 – 2017

Courses in early childhood education, literacy education, child development, curriculum development, supporting diverse learners, English literature, world literature, creative writing, theatre, pre-law, anthropology

As I near the end of my graduate studies, I am seeking a position that will foster personal and professional growth. I have a strong investment in and connection to the Vancouver area and would like any possible opportunity to increase my reach and impact within the community. I am deeply passionate about working to address social justice issues like systemic racism, poverty, and violence against women, and hope to use my background in English and prospective MFA to give voice to and gain resources for those who are marginalized. I believe that libraries are one of our most essential and valuable resources in social justice work, equity work, and any work that involves spreading access to knowledge, passion, and power.

PROFESSIONAL EXPERIENCE

MANAGER OF COMMUNITY SERVICES AND OUTREACH

SafeChoice – YWCA Clark County | November 2021 – Present

- Plan and implement strategies to ensure employee retention, sustainability, and advancement
- Manage program budget and disseminate resources based on need, availability, and contract compliance
- Maintain and seek grants to fund new and existing programs and employment opportunities
- Manage all direct service staff, providing guidance and support
- Participate in management team meetings in collaboration with managers and directors from other programs throughout the agency
- Advocate for employees at the executive level to ensure fair treatment, pay, and standards
- Enact agency-wide racial equity plan through strategies like hiring measures, management, team building, and more

LGBTQ+ ADVOCACY SPECIALIST

SafeChoice – YWCA Clark County | May 2021 – Present

- Provide direct service to survivors of domestic violence on a walk-in basis, virtually and in person
- Offer legal advocacy to assist program participants in removing barriers to safety through measures like completing domestic violence protection orders
- Assist in application for emergency financial assistance when necessary to ensure program participant safety through measures like disseminating funding for relocation due to domestic violence
- Plan and facilitate support groups with a focus on inclusion, equity, and survivor-centered best practices
- Train and onboard new employees, highlighting empowerment-based advocacy skills, de-escalation techniques, and self-care practices
- Collaborate with team to ensure adequate coverage based on participant needs, equitable distribution of workload, and best utilization of individual skill sets
- Provide direct services, plan and deliver trainings, and develop materials with a focus on LGBTQ+ community-specific needs, concerns, and barriers

FICTION CO-EDITOR

Portland Review | September 2020 – June 2021

- Review ~30 submissions weekly with a focus on grammar, syntax, and content to find pieces that meet the aesthetic goals of the journal
- Manage team of 8 to 10 fiction readers by assigning submissions on a weekly basis, gathering feedback and editorial information on a bi-weekly basis, and making final decisions in situations without unanimous responses
- Serve as a member of the editorial team to cultivate pieces with a focus on diversity, inclusion, and "own-voice" narratives
- Respond to submissions constructively, respectfully, and kindly regardless of editorial decision



KAITLIN DITTMAR

EXPERIENCE CONTINUED

SKILLS

Domestic Violence Advocacy
Creative & Technical Writing
Proofreading
Understanding Diverse Perspectives
Community Engagement
Fundraising
Scheduling
Curriculum Development
Mediation & Conflict Resolution

AVOCATIONS

Racial Equity
LGBTQ+ Equity
Creative Writing
Kickboxing
Environmental Conservation
Sea Turtle Rehabilitation
Youth Education
Voracious Reading
Ukulele

CREATIVE WRITING WORKSHOP AND BOOK CLUB LEADER Washington State School for the Blind | September 2019 – Present

- Create an inclusive and affirming environment in which middle and high school students can engage in self-expression as well as give and receive constructive peer feedback
- Craft units and lessons that engage students and teach foundational skills of creative writing, reading comprehension, and critical thinking
- Find opportunities for students to share their writing in the Vancouver community or for publication, including establishment of a quarterly school literary journal
- Provide opportunities for growth that meet individual needs of students with varying levels of ability
- Adapt instructional materials and activities for students with visual impairments
- Create engaging and intersectional activities to foster an inclusive and diverse community, such as inviting nonbinary guest authors to speak about their books
- Incorporate student feedback into lesson planning and decision-making while retaining core values and goals

LITERACY TUTOR Washington Reading Corps | 2018 – 2019

- Plan and execute family and community events to engage parents in their child's education and raise money for educational supplies
- Engage in respectful and culturally responsive communication with diverse families
- Create my own schedule based on the needs of students, the school community, and fundraising goals, and manage time to ensure all objectives are met
- Collaborate with classroom teachers and other preschool staff to determine and achieve student literacy goals
- Lead engaging and educational daily read-alouds and activities to increase student literacy, resulting in growth for 83% of students as measured by TSCold
- Work individually with students to deliver targeted literacy interventions
- Research and obtain funding through variety of fundraising, grant, and need-based financing programs to further the goals of both the school and surrounding community

NANNY Private Families | 2014 – 2018

- Oversee additional household staff and report progress and work hours to family (housekeepers, gardeners, construction workers)
- Manage budget and report monthly spending for groceries, transportation, educational activities, craft supplies, and other necessary costs
- Serve as intermediary between parents and educators, hearing and communicating concerns and questions in a neutral, unambiguous, and empathetic manner
- Maintain confidentiality of families with respect to family members with high-profile jobs, when communicating with other household staff, and when communicating highly sensitive information in the event of emergencies
- Anticipate needs of families to independently execute tasks and solve problems
- Communicate tactfully and empathetically with parents when desired outcomes conflict with research-based best practices and discover solutions that meet the needs of entire family
- Develop individualized instruction based on assessment of each child's achievement of necessary developmental milestones
- Collaborate with family to design and implement positive, effective behaviour management strategies and educational goals

**JOINT RESOLUTION
OF THE CLARK COUNTY COUNCIL AND THE
KLICKITAT AND SKAMANIA BOARDS OF COUNTY
COMMISSIONERS**

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

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. 5 which was held by Brian Carrico representing the City of Vancouver, will expire on December 31, 2023; and

WHEREAS, Brian Carrico has submitted his resignation; and

WHEREAS, Megan Dugan of Vancouver, Washington has expressed a desire and has accepted an invitation for appointment to Position No. 5 representing the City of Vancouver; and

WHEREAS, it is the desire of the Clark County Council and Boards of County Commissioners of Klickitat and Skamania counties to appoint Megan Dugan to Position No. 5 representing the City of Vancouver.

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 Megan Dugan is hereby appointed to serve as trustee of the Fort Vancouver Regional Library as the City of Vancouver's designee, effective immediately and expiring December 31, 2023.

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 _____ day of _____, 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.

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 _____



City of Vancouver Boards and Commissions Application Form

City Hall • 415 W. 6th Street • Vancouver, WA 98660
City Manager/Mayor's Office • jill.brown@cityofvancouver.us
Voice 360-487-8641 • Fax 360-487-8625 •
www.cityofvancouver.us/boards

Submitted on Friday, November 19, 2021 - 1:24pm

Board or Commission you are applying for: Fort Vancouver Regional Library District Board of Trustees

Have you served on this board or commission in the past? No

If "Yes" please explain:

First Name: Megan

Last Name: Dugan

Home address: 9708 St Helens Ave

City: Vancouver

State: Washington

Zip: 98664

Mailing address:

City:

State: Washington

Zip:

Business address: 26000 SE Stark St

City: Gresham

State: Oregon

Zip: 97030

Email address: megan.dugan@mhcc.edu

Primary phone: 360-606-7981

Secondary phone: 503-491-7652

Do you reside in the City limits? Yes

Length of residency in Vancouver: 47

Occupational status and background:

I serve as the Library Director/Dean for Mt. Hood Community College since 2013. My first library job was as a part time page at FVRL in 1991 at the Vancouver Library while still a high school student. I have worked as a library assistant at all levels in branches and departments of FVRL including TC, VA, VM, and Telephone Info. After completing college at Clark and WSU Vancouver, I was a Circulation Supervisor floater working at BG, CP, GD, RI, ST, TC, VA, VM, WA, WD, and WS libraries. I became the Circulation Supervisor at Three Creeks in 2004 and

the Patron Services Manager for the district from 2007-2013.

What skills would you contribute to the committee or commission?:

Deep understanding of library policies, procedures and practices. Ability to synthesize and simplify complex information to communicate effectively with members of the public.

Commitment to assessment, evaluation, and continuous improvement. Masters degree in Library Science.

Why are you seeking appointment?:

I would be proud to represent FVRLD as a trustee after the many years of positive workplace and educational experiences I have enjoyed as a past employee and current patron of FVRL libraries. I believe that public libraries are key to civic engagement, development of critical thinking skills, free and open information access, and early literacy in our communities - I would like to contribute to this work as a volunteer.

Are you employed by the City of Vancouver? No

Do you, or does your firm or place of employment do business with the City of Vancouver? No

If yes, please describe:

If your employer does business with the City of Vancouver and you receive compensation other than salary (such as bonus, stock, commission) please explain:

Do you, your firm or place of employment, have business that may involve a contract with the City for land, materials, supplies, or services? No

If yes, please describe:

Organizational affiliations:

American Association for Women in Community Colleges

American Library Association

Association of College & Research Libraries

Beta Phi Mu – International Library & Information Studies Honor Society

Notary Public – State of Oregon

Orbis Cascade Alliance – Director's Council – Board Member 2021-2023

Oregon Community College Library Association – President 2020-2022

Oregon Library Association

Are you interested in serving on other Boards or Commissions? Yes

Megan Dugan

SUMMARY OF QUALIFICATIONS

- Capable in all aspects of managing library services in public and academic libraries.
- Ability to successfully hire, train, supervise, evaluate and motivate employees.
- Experienced in workflow analysis, continuous process improvement and budget management.
- Skilled communicator and confident public speaker.
- Commitment to diversity, equity and inclusion.

EDUCATION

Master of Library Science
Emporia State University; Emporia, KS, 2015
School of Library and Information Management
Beta Phi Mu

Bachelor of Arts, Social Sciences
Washington State University; Pullman, WA, 1998
Major: Political Science; Minor: Sociology, Criminal Justice
Cum Laude; President's Honor Roll

LIBRARY EXPERIENCE

Dean of AVID | Learning Success Center | Library, Mt. Hood Community College ♦ September 2019 - present

Responsible for successful operation of AVID, Learning Success Center, and Library; including math/science tutoring center, writing lab, and academic computing labs. Work with instructional divisions, student services, finance and educational resources to achieve institutional goals. Provide divisional leadership that supports the vision, mission and strategic goals of the College. Responsible for the development, implementation, evaluation and management of assigned instructional programs, division services, budget and division employees. Provides leadership in curriculum, educational assessment, strategic planning and budgeting, and other initiatives as directed by the President. Employs enrollment management and retention strategies. Fosters collaborative working relationships with internal and external counterparts to communicate and coordinate strategies that support College and instructional goals; to assess and resolve academic issues; and to promote programs and services.

Dean of Library, Online Learning and Instructional Services, Mt. Hood Community College ♦ January 2017 - September 2019

Responsible for successful operation of college Library, Online Learning, Instructional Services and the Teaching and Learning Center; including articulation and transfer coordination, curriculum support, class scheduling and resource analysis, faculty workload and classroom assignment. Work with instructional divisions, student services, finance and educational resources to achieve institutional goals. Provide divisional leadership that supports the vision, mission and strategic goals of the College. Responsible for the development, implementation,

evaluation and management of assigned instructional programs, division services, budget and division employees. Provides leadership in curriculum, educational assessment, strategic planning and budgeting, and other initiatives as directed by the President. Employs enrollment management and retention strategies. Fosters collaborative working relationships with internal and external counterparts to communicate and coordinate strategies that support College and instructional goals; to assess and resolve academic issues; and to promote programs and services.

Library Director, Mt. Hood Community College • July 2013 - December 2016

Provide overall leadership and direction to the library operations on all campuses of Mt. Hood Community College in support of the mission, goals, and strategic direction of the College. Assume responsibility through collaborative decision making with three faculty librarians, nine classified employees, six part-time employees, and ten federal work study students working in public services, reference, library instruction, resource sharing, acquisitions, and technical services. Work closely with the MHCC Board of Education, administration, faculty and staff to develop library policies and direct access to library services for a diverse community of users. Manage library budget of approximately 1.6 million dollars. Serve on college-wide joint leadership councils and assist in academic planning for the MHCC district through a model of participatory governance.

Patron Services Manager, Fort Vancouver Regional Library • August 2007 - July 2013

Recruited, interviewed, trained, and supervised on-call library assistants for both public and technical services for 13 library branches to support patron service delivery. Supervised floater circulation supervisors and floater librarians, scheduled and assigned floaters for coverage in absence of branch managers. Responsible for developing and documenting district circulation procedures and training processes. Assisted in planning staff work areas and public service departments of new library building projects and remodeling of existing locations. Led public service aspects of implementing self-service holds pickup and self-checkout, RFID, automated materials handling and online bill payment. Worked directly with the public, solving circulation, billing, and collection agency issues and facilitating access to library services. Collected and analyzed library circulation and use statistics.

Circulation Supervisor, Three Creeks Community Library, FVRL • July 2004 - July 2007

Directly supervised nine classified employees, twenty-five on call substitutes, and volunteers. Budget responsibility for library facility, personnel, and supplies. Wrote branch procedures and trained staff. Assisted with documentation of district circulation procedures. Certified trainer of Respect, Service and Safety in the Workplace. Worked directly with the public; solved complex circulation issues.

Circulation Supervisor Floater, District Services, FVRL • February 2003 - July 2004

Supervised and trained library assistants in all Clark County branches. Resolved patron issues regarding library service. Prepared daily schedules. Tracked circulation statistics.

Page, Library Assistant I-IV, FVRL • September 1991 - February 2003

Held increasingly responsible positions in various branches and departments of FVRL; performing general circulation, reference and children's services. Planned and presented programs for patrons of all ages.

PROFESSIONAL ACCOMPLISHMENTS

- Data Literacy: Incorporating Critical Race Theory (2020)
- Interrupting Organizational Racism: Strategies to Engage Whites in the Work, Facilitator (2019)
- Search Advocacy Training for Diversity, Equity and Inclusion (2019)
- Mental Health First Aid Responder Training (2019)
- Trauma Informed Care Training, Trauma Informed Oregon (2018)
- Peer Evaluator, Regional Accreditation, Northwest Commission on Colleges and Universities (2017-present)
- Identifying and Interrupting Microaggressions (2017)
- Facilitator, Mt. Hood Community College Continuous Improvement (2016-present)
- MIXmaster - statistical compiler - for Metropolitan Interlibrary Exchange (2009-2013)
- Graduate (2008) Pacific Northwest Leadership Institute, Schweitzer Mountain, Idaho
- Certified yoga instructor (2005-present) with over 500 hours of continued education
- Presenter, *Yoga in the Workplace*, WALE Conference (2008 and 2010)
- Presenter, *Boards, Foundations and Friends of the Library*, WALE Conference (2009)
- Presenter, *RFID and Automated Materials Handling*, WALE Conference (2010)
- Certified trainer, Crisis Prevention Institute, *Respect, Service and Safety in the Workplace* (2007-2009)
- Speaker Chair, Washington Association of Library Employees Conference (2006)

MEMBERSHIPS

American Association for Women in Community Colleges

American Library Association

Association of College & Research Libraries

Beta Phi Mu - International Library & Information Studies Honor Society

Notary Public - State of Oregon

Orbis Cascade Alliance - Director's Council - Board Member 2021-2023

Oregon Community College Library Association - President 2020-2022

Oregon Library Association

RESOLUTION No. 2022-16
(Pay and Partially Re-Pay Current Expense Loans)

WHEREAS, the Board of County Commissioners has reviewed the Current Expense Fund's current indebtedness; and

WHEREAS, the Current Expense Fund has an outstanding loan created by Resolution 2020-36 with a balance of \$781,955.73 plus interest with an expiration date of November 17, 2023; and

WHEREAS, the Current Expense Fund has an outstanding loan created by Resolution 2021-48 with a balance of \$102,683.76 plus interest with an expiration date of December 21, 2024; and

WHEREAS, the Current Expense Fund has an outstanding loan created by Resolution 2021-45 with a balance of \$504,498.64 plus interest with an expiration date of December 14, 2024; and

WHEREAS, RCW 79.64.110 requires the County to first apply Encumbered Lands revenues to the reduction of indebtedness existing in the Current Expense Fund; and

WHEREAS, the Commissioners have determined there is sufficient Encumbered Lands revenue available to repay the Current Expense Fund's indebtedness created by Resolution 2020-36; and

WHEREAS, the Commissioners have determined there is sufficient Encumbered Lands revenue available to repay the Current Expense Fund's indebtedness created by Resolution 2021-48; and

WHEREAS, the Commissioners have determined there is sufficient Encumbered Lands revenue available to partially repay the Current Expense Fund's indebtedness created by Resolution 2021-45; and

NOW, THEREFORE, BE IT RESOLVED that the County Treasurer is hereby directed to pay on the 15th day of March 2022, \$1,035,000.00 as follows:

Resolution 2020-36	
1027.000 Cumulative Reserve Loan Fund	\$ 781,955.73
Interest from 2/15/22 thru 3/15/22	<u>\$ 299.93</u>
Total	\$782,255.66

Resolution 2021-48	
1027.000 Cumulative Reserve Loan Fund	\$102,683.76
Interest from 12/21/21 thru 3/15/22	<u>\$ 118.16</u>
Total	\$ 102,801.92

Resolution 2021-45	\$ 149,756.29
1027.000 Cumulative Reserve Loan Fund	\$ 186.13
Interest from 12/21/21 thru 3/15/21	\$ 149,942.42

TOTAL PAYMENT \$1,035,000.00

And that repayment for the remainder of the loan created by 2021-45 in the amount of \$354,742.35 plus interest of .5% is hereby due on December 14, 2024.

PASSED IN REGULAR SESSION this 15th day of March 2022.

**BOARD OF COMMISSIONERS
SKAMANIA COUNTY, WASHINGTON**

Chairman

Commissioner

Commissioner

ATTEST:

Clerk of the Board

For _____
Against _____
Abstain _____
Absent _____

APPROVED AS TO FORM ONLY:

Prosecuting Attorney

Res -



SKAMANIA COUNTY TREASURER'S OFFICE

TREASURERS TRUST REPORT

11/1/2021 through 3/9/2022

389002000 OTHER ST FOREST BD TRANSFER				Balance Forward		10,107.07
Date	Type	Receipt #	Explanation	In	Out	
11/9/2021	MR	G1029364	ACH DTD 11/09/2021	12,537.55		
12/20/2021	MR	G1029922	OTHER ST FOREST BE TRANS 389002000 \$22,644.62 TBR SALE- ST FOREST BD TRANSFERS 389002100 \$481,854.02 DISTRIBUTION PER RES 2021-44 DTD 12/14/2021 AND RES 2021-45 PER BOCC		22,644.62	
1/18/2022	MR	G1030241	ACH DTD 01/07/2022	1,035,000.00		
				1,047,537.55	22,644.62	
				Ending Balance		1,035,000.00



**SKAMANIA COUNTY TREASURER
VICKIE CLELLAND**

Skamania County Courthouse
240 NW Vancouver Ave | PO Box 790
Stevenson, WA 98648

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

March 09, 2022

Debbie Slack,

Funds in the amount of \$1,035,000.00 from Treas. Trust 6320.000.389.002.000

Loan Payoff # 2020-36 request of February 15, 2022, with interest until March 15, 2022

Principle \$ 781,955.73
Interest \$ 299.93
Total \$ 782,255.66
Loan balance after payoff: \$ 00

Loan Payoff # 2021-48 request of December 21, 2021 with interest until March 15, 2022

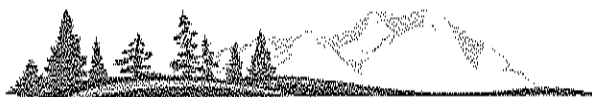
Principle \$ 102,683.76
Interest \$ 118.16
Total \$ 102,801.92
Loan balance after payoff: \$ 00

Loan Paydown # 2021-45 request of December 21, 2021 with interest until March 15, 2022

Principle \$ 149,756.29
Interest \$ 186.13
Total \$ 149,942.42
Loan balance after paydown: \$354.742.35

Any questions please email or call.

Vickie Clelland
Skamania County Treasurer



RESOLUTION No. 2022-17

(Interfund Loan from Special Revenue Fund, Cumulative Reserve Loan to Current Expense Fund, Non-Departmental Revenue)

BE IT HEREBY RESOLVED by the Board of County Commissioners of Skamania County, Washington, that the County Treasurer is directed to loan a total of \$1,035,000.00 from the SPECIAL REVENUE FUND, Cumulative Reserves Loan Fund (1027,000) and transfer \$1,035,000.00 to the CURRENT EXPENSE, NON-DEPARTMENTAL REVENUES FUND, (0010.380); that this transaction shall be considered an interfund loan to the CURRENT EXPENSE FUND and is to be repaid from the first available funds, together with interest at .5%, not later than three (3) years from the date hereof.

PASSED IN REGULAR SESSION this 15th day of March 2022.

**BOARD OF COMMISSIONERS
SKAMANIA COUNTY, WASHINGTON**

Richard Mahar, Chairman

T.W. Lannen, Commissioner

Robert Hamlin, Commissioner

ATTEST:

Debbie Slack, Clerk of the Board


For _____
Against _____
Abstain _____
Absent _____

APPROVED AS TO FORM ONLY:

Adam Kick, Prosecuting Attorney

COMMISSIONER'S AGENDA ITEM COMMENTARY

SUBMITTED BY Alex Hays – Community Events
Department


Signature

AGENDA DATE March 15, 2022

SUBJECT: Updating the Skamania County Fairgrounds Capital Improvements Fund

ACTION REQUESTED: Approve the Resolution 2022-13

SUMMARY/BACKGROUND

The fund number 3010.200 was created several years ago. The purpose of the fund number is not completely known and has not been in use for several years. We created a resolution to clear out any previous requirements of the fund and establish clear and current requirements.

FISCAL IMPACT

This is an update to the fund, establishing the requirements. There is no transaction in this process.

RECOMMENDATION

Approve Resolution 2022-13

LIST ATTACHMENTS

Resolution 2022-13

RESOLUTION 2022-13

(Updating the Skamania County Fairgrounds Capital Improvement Fund and rescinding all previous resolutions related to the fund)

WHEREAS Fund Number 3010.200 was created for the Skamania County Fairgrounds Capital Improvements fund; and

WHEREAS the Skamania County Board of Commissioners believes it is in the best interest of Skamania County to have funds available for the purpose of supporting the Skamania County Fairgrounds to build, remodel and purchase equipment essential to the operation of events, rentals, and other recreational activities; and

WHEREAS, the County previously had a fund for the purpose for fairground capital purchases, but it is unknown the specific details of how and why the fund was created; and

WHEREAS the fund known as Fairground Capital Improvements will be used for the purposes stated above and any past requirements or resolutions created for this account will be null and void; and

WHEREAS it is in the best interest of the county to continue to perpetuate the fund by investing 10% (ten percent) of all camping revenue received on the Fairgrounds into this fund; and

NOW, THEREFORE, BE IT RESOLVED, that the Skamania County Board of Commissioners hereby updates the purposes for the Skamania County Fairgrounds Capital Improvement Fund and rescinds any prior resolutions created for this fund. The Fairground Capital Improvement Fund will be for the purpose of; supporting the Skamania County Fairgrounds to build, remodel and purchase equipment essential to the operation of events, rentals, and other recreational activities.

BE IT FURTHER RESOLVED that the County Treasurer is directed to pay to said fund, such amounts of money as the County Commissioners direct, for acquisition and projects as described herein.

PASSED IN REGULAR SESSION this day March 15th, 2022.

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

Chairman

Commissioner

Commissioner

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:

Prosecuting Attorney

For _____
Against _____
Abstain _____
Absent _____

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	<u>Human Resources</u>	<u>Debi Van Camp</u>
	Department	Signature
<u>AGENDA DATE</u>	3/15/2022	
<u>SUBJECT</u>	2022 Public Work's Memorandum of Understanding	
<u>ACTION REQUESTED</u>	Adopt the 2022 Public Work's Memorandum of Understanding	

SUMMARY/BACKGROUND

During 2021-2022 negotiations to the Public Works Unit the Community Health Department employees were added to the unit. This has made it necessary to redo the Memorandum of Understanding to select which employees will be in which of the three groups for voting purposes for the distribution choices to the VEBA fund at retirement.

FISCAL IMPACT

None

RECOMMENDATION

Approve the Public Work's Memorandum of Understanding.

LIST ATTACHMENTS

Memorandum of Understanding

REFERENCE

None

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SKAMANIA COUNTY, WASHINGTON
AND THE
OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 11
PUBLIC WORKS BARGAINING UNIT**

This Memorandum of Understanding is entered into between Skamania County, Washington and the Office & Professional Employees International Union, Local 11 with the intent to allow proper communication between the parties listed above; and solely for the employees working within the Public Works bargaining unit; and in accordance with Article 18/Sick Leave and Article 16/Vacation (Annual Leave) within the Collective Bargaining Agreement.

It is mutually agreed by all parties that bargaining unit employees defined under the Public Works bargaining unit Collective Bargaining Agreement departments are broken out for VEBA purposes as follows:


- **Group One:** County Road Maintenance and ER&R
- **Group Two:** Solid Waste, Building & Grounds and Noxious Weed
- **Group Three:** Senior Services Bus Drivers, Community Health Department, Engineering Office

Be it further agreed that the Employer shall conduct a vote of these groups to determine VEBA application or payout not less than annually.

This Memorandum of Understanding shall be pursuant to the terms of Article 14 Grievance Procedure should there be any dispute regarding the interpretation and/or application of this memorandum.


Agreed on this 15th day March, 2022

Richard Mahar, Commissioner Chair
Skamania County, Washington



Maureen Goldberg, Executive Secretary-Treasurer
OPEIU Local 11

Robert Hamlin, Commissioner
Skamania County, Washington



Karyn Morrison, Union Representative
OPEIU Local 11

Tom Lannen, Commissioner
Skamania County, Washington

 KM/ls
opeiu11/all-cio

APPROVED AS TO FORM

Skamania County Prosecutor

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	Community Events Department	 Signature
<u>AGENDA DATE</u>	March 15, 2022	
<u>SUBJECT</u>	Rainier Amusements, LLC	
<u>ACTION REQUESTED</u>	Approve Contract	

SUMMARY/BACKGROUND

Skamania County purposes to contract with Rainier Amusements, LLC to provide a carnival for the 2022 Skamania County Fair and an option for 2023 and 2024. This show will include a variety of amusement rides, games, and food concessions. The Carnival guarantees a family friendly venue that welcomes many visitors to our annual event.

FISCAL IMPACT

With the addition of the carnival to the Skamania County Fair it will draw people who would not otherwise come to the event. The tickets will be sold in advance at local businesses and online this year.

RECOMMENDATION

Approve the contract

LIST ATTACHMENTS

Contract
Facesheet

**SKAMANIA COUNTY - CONTRACT BETWEEN SKAMANIA COUNTY
AND RAINIER AMUSEMENTS, LLC
(2022)**

THIS CONTRACT, by and between **SKAMANIA COUNTY**, a municipal corporation, hereinafter referred to as the "**COUNTY**", and **RAINIER AMUSEMENTS, LLC**, hereinafter referred to as the "**CARNIVAL**",

WITNESSETH THAT:

1. AUTHORITY TO CONTRACT.

- A. The **CARNIVAL** covenants that the person whose signature appears as the representative of the **CARNIVAL** on the signature page of this contract is the **CARNIVAL'S** contracting officer and is authorized to sign on behalf of the **CARNIVAL** and, in addition, to bind the **CARNIVAL** in any subsequent dealings with regard to this contract, such as modifications, amendments, or change orders.
- B. The **CARNIVAL** covenants that all licenses, tax I.D. Nos., bonds, industrial insurance accounts, or other matters required of the **CARNIVAL** by federal, state or local governments in order to enable the **CARNIVAL** to do the business contemplated by this agreement, have been acquired by the **CARNIVAL** and are in full force and effect.
- C. The **COUNTY** represents that the services contracted for herein have been, or will be, appropriately authorized and that the **COUNTY** has the authority to contract for such services; that the contracting officer for the **COUNTY** is **Alex Hays, Program Manager for Community Events and Recreation**; 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 **CARNIVAL** 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 **CARNIVAL'S** personal labor is not the essence of this contract; that the **CARNIVAL** will own and supply its own equipment necessary to perform this contract; that the **CARNIVAL** will employ its own employees; and that, except as to defining the work and setting the parameters of the work, the **CARNIVAL** shall be free from control or direction of the **COUNTY** over the performance of such services.
- B. The **CARNIVAL** represents that it is capable of providing the services contracted for herein; that it is the usual business of the **CARNIVAL** to provide such services.

3. SERVICES TO BE RENDERED.

- A. The work to be performed by the **CARNIVAL** consists of providing certain amusement rides and concessions at the annual Skamania County Fair as fully described in the contract documents marked Attachment A, consisting of a total of 2 pages which has been 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 March 1st, 2022, and end on December 31st, 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 and the CARNIVAL agree to meet in October of 2023 to discuss an extension of the current contract. Upon the mutual written consent of both parties, this agreement can be extended for up to 2 more years. The COUNTY may terminate this contract earlier upon sixty (60) days written notice. The actual fair dates for 2022 are August 17th through August 20th. The COUNTY will provide future fair dates to the CARNIVAL as soon as they are known, but in no case later than April 1 of each year.

5. PAYMENTS FOR SERVICES.

- A. The consideration for the services provided by the CARNIVAL shall be determined as outlined below or in Attachment A.
- B. Payment to COUNTY shall be made promptly following the conclusion of the fair.
- C. The CARNIVAL will keep identifiable financial and performance books and records of all funds received pursuant to this contract and shall make them available at all reasonable times to any county, state, or federal auditor, whose duties include auditing these funds.

6. INSURANCE

The CARNIVAL agrees to save the COUNTY harmless from any liability that might otherwise attach to the COUNTY arising out of any activities of the CARNIVAL pursuant to this contract and caused by the CARNIVAL'S negligence. The CARNIVAL 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 \$2,000,000.

7. INDEMNIFICATION

CARNIVAL 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, Carnival's property, or any Subcontractor's property) in any manner caused by, resulting from, incident to, connected with or arising out of Carnival'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 Carnival or its agents and employees and the County or its agents or employees, then the Carnival expressly and specifically agrees to hold the County harmless to the extent of the Carnival or its agents' and employees' concurrent negligence.

The Carnival 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 Carnival's own employees against the County. This provision is not intended to benefit any third parties.

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

8. GOVERNING LAW.

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

9. ASSIGNABILITY.

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

10. EQUAL EMPLOYMENT OPPORTUNITY.

- A. The **CARNIVAL** 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 **CARNIVAL** 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 carnival'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 **CARNIVAL**, in determining (1) the types of services or other benefits to be provided or (2) the class of individuals to whom, or the situation in which, such services or other benefits will be provided or (3) the class of individuals to be afforded an opportunity to participate in any

services or other benefits, will not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, color, sex, religion, national origin, creed, age, or disability.

11. NONCOMPLIANCE WITH NONDISCRIMINATION PLAN

In the event of the **CARNIVAL'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 carnival may be declared ineligible for further contracts with the **COUNTY**. The **COUNTY** shall, however, give the **CARNIVAL** reasonable time to cure this noncompliance. Any dispute may be resolved with the "Disputes" procedure set forth herein.

12. DISPUTES

Except as otherwise provided in this contract, when a genuine dispute arises over an issue related to the contract between the **COUNTY** and the **CARNIVAL** 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:

1. Be in writing; and
2. State the disputed issues; and
3. State the relative positions of the parties; and
4. State the **CARNIVAL'S** name, address, and the **COUNTY** department the contract is with; and
5. Be mailed to the Board of Commissioners, P.O. Box 790, Stevenson, Washington 98648, within thirty (30) calendar days after the party could reasonably be expected to have knowledge of the issue which he/she now disputes. This dispute resolution process constitutes the sole administrative remedy available under this contract.

13. WAGE AND HOUR COMPLIANCE.

The **CARNIVAL** 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 **CARNIVAL'S** failure to so comply.

14. DEFAULT/TERMINATION/DAMAGES.

- A. The parties hereto agree that **TIME IS OF THE ESSENCE** of this contract.
- B. If the **CARNIVAL** 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 **CARNIVAL** seven (7) days' notice, in writing, of the **COUNTY'S** intent to terminate and the reasons for said termination. And in the event of any such termination the **CARNIVAL** 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 **CARNIVAL** for such work or completed services any balances due the Carnival, and said amounts shall be used to totally or partially

offset the COUNTY'S damages as a result of the CARNIVAL'S breach to the extent they are adequate.

C. Either party may cancel the contract, without fault, by giving the other party 90 days' notice.

15. OWNERSHIP OF WORK PRODUCTS.

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

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

DATED: _____, 2022.

**SKAMANIA COUNTY
BOARD OF COMMISSIONERS**

RAINIER AMUSEMENTS, LLC

Chairman

Crystal Hoss

Commissioner

Date

Commissioner

APPROVED AS TO FORM ONLY:

ATTEST:

Prosecuting Attorney

Clerk of the Board

ATTACHMENT "A"

RAINIER AMUSEMENTS, LLC CONTRACT

The following attachment outlines responsibilities of Skamania County, herein referred to as **COUNTY** and Rainier Amusements LLC, herein referred to as **CARNIVAL**.

NOW THEREFORE, in consideration of the mutual covenants herein contained and to be performed by the parties hereto, it is agreed as follows:

Responsibilities of **COUNTY**:

1. Furnish locations, all necessary State, County, and City licenses, occupation taxes and permits for all attractions.
2. Maintain adequate security supervision on Carnival grounds at no additional costs to **CARNIVAL** during operating hours.
3. Provide access to potable water, which will be available on site.
4. Provide on-site shower facilities, with designated hours to be determined and posted by the Fair Office.
5. Find locations to sell advance wristbands; distribute advance wristbands for sale, collect money and audit tickets back to **CARNIVAL**.

Responsibilities of **CARNIVAL**:

1. Furnish a variety of riding devices and shows, composed of a minimum combination of 8 (Eight) rides, 1 (one) food concession trailer, and 8 (eight) game concessions. (**CARNIVAL** reserves the right to locate all shows, riding devices and concessions with said show within the area specified.)
2. **CARNIVAL** agrees to provide the carnival at the Skamania County Fairgrounds for 4 (four) consecutive days beginning August 17th, 2022, at Noon, and ending at the close of Fair on Saturday, August 20th, 2022 at 10:00PM. **CARNIVAL** agrees to provide their show (riding devices and concessions) to the **COUNTY** for their 2022 fair.
3. **CARNIVAL** agrees to save the **COUNTY** harmless from any liability that might otherwise attach to the **COUNTY** arising out of any activities of the **CARNIVAL** pursuant to this contract and caused by the **CARNIVAL'S** negligence. The **CARNIVAL** 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 \$2,000,000.

4. **CARNIVAL** agrees to pay **COUNTY** the sum of \$50.00 (fifty) dollars for each Game and Food Concession operated.
5. **CARNIVAL** will furnish **COUNTY** with Advance Unlimited Ride Wristband Tickets to be sold at \$20.00 each (\$17.50 for rides, \$2.50 for games). Bracelets are good any day from opening until 10:00pm. Advance tickets can be sold until the end of business day, the day before the opening of the fair (In 2022, Tuesday, August 16th.) Wristbands sold on site will be \$30.00 (\$27.50 for rides, \$2.50 for games) each.
6. The **CARNIVAL** shall conform to and comply with all federal, state, county, and local sanitation laws governing carnival operations. All Concessions shall conform to the State Board of Health, County Public Health Department, and other regulatory agencies' rules and regulations. All employees will remain in uniform shirt while working for the **CARNIVAL**.
7. **CARNIVAL** will pay the **COUNTY** as follows: 20% (twenty percent) of all monies collected for advance ride ticket sales and onsite ride ticket sales for admission tickets and bracelets after the usual Government, State and City tax is deducted as required by Federal and State laws, if any. The **COUNTY** understands that only \$17.50 of the \$20 and \$27.50 of the \$30 ride tickets sold are eligible for the 20% collection.
8. Payment is to be made within a reasonable time after completion of final days of business each year.

Responsibilities of **COUNTY** and **CARNIVAL**:

1. **COUNTY** and **CARNIVAL** agrees to work hand in hand to make this event a success. Should any unforeseen calamity arise, such as fire, floods, illness, strikes, wars, wrecks, tornados, this contract shall be null and void.

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	Public Works	
<u>AGENDA DATE</u>	Department March 15, 2022	Signature
<u>SUBJECT</u>	RFQ for High Cost Bridge Inspections	
<u>ACTION REQUESTED</u>	Approve call for RFQ for High Cost Bridge Inspections	

SUMMARY/BACKGROUND

The office of Public Works is tasked with bridge inspections as is required by 23 CFR 650 Subpart C. The "Fracture Critical" bridges require special inspections due to their complex nature, therefore we are call on Consultants to assist with the inspections.

FISCAL IMPACT

Public Works budgets for these inspections that are required every two years

RECOMMENDATION

Approve call for RFQ

LIST ATTACHMENTS

RFQ

**REQUEST FOR QUALIFICATIONS
FOR BRIDGE INSPECTION SERVICES
FOR
SKAMANIA COUNTY**

FRACTURE CRITICAL AND HIGH COST INSPECTION WITH REPORT

DATE OF ISSUE: March 15, 2022

CLOSING DATE AND TIME: April 11, 2022, 4:00 P.M.

SCOPE OF WORK: In accordance with RCW 39.80, the Department of Public Works for Skamania County, Washington, announces its intent to solicit engineering services related to the inspection of three "Fracture Critical" bridges. The inspections will be performed in accordance with Federal Highway Administration (FHWA) National Bridge Inspection (NBI) and Washington State Department of Transportation (WSDOT) Bridge Management System (BMS) standards. The bridges would require the use of an Under Bridge Inspection Truck (UBIT) and or High Angle certified personnel for access.

INSTRUCTIONS TO RESPONDENTS: Interested firms are requested to submit a Statement of Qualifications (SOQ) along with a narrative work proposal for providing the requested services. An officer of the firm must sign the SOQ/Proposal. Please provide three (3) copies of the SOQ/Proposal to expedite review. The SOQ/Proposal should include the following information:

- 1) Name, physical address, email address and telephone number of the firm
- 2) Name of the individual(s) who will represent the firm and be assigned to work with Skamania County staff
- 3) A statement of qualifications outlining the relevant experience of the firm over the last six (6) years
- 4) A list of personnel who will be assigned to the project with copy of certifications for inspections

SCHEDULE: Work required will be conducted within the timeline required for "Fracture Critical" bridges and structural inspections as required by WSDOT. Skamania County requires that the successful respondent conduct inspections on the specified inspection dates, after execution of contract.

SELECTION PROCESS: Skamania County will utilize the following engineering consultant selection process:

- 1) Respondent must submit three (3) copies of a written SOQ/Proposal by 4:00 p.m., Monday, April 11, 2022, to

Tim Elsea, P.E., County Engineer

Skamania County Department of Public Works
PO Box 1009, Stevenson, WA 98648-1009
170 NW Vancouver Ave., Stevenson, WA 98648
509-427-3725
elsea@co.skamania.wa.us

- 2) Skamania County will evaluate the qualifications and proposals of the responding firms and establish a ranking order.
- 3) Skamania County will negotiate a services contract with the highest ranked firm.
- 4) In the event negotiations are unsuccessful negotiations would proceed with the next highest ranked firm and so on.
- 5) The evaluation of firms and their proposals will result in a contract for services providing inspections on three bridges.
- 6) Once selected, and contract executed the contracted firm will coordinate with Skamania County through Tim Elsea at (509) 427-3725 and set up the bridge inspection schedule.

LIMITATIONS: Skamania County reserves the right to reject any and all proposals. The work specified herein is subject to EEO Compliance Review; and, the consultant's past performances in the use of minority or women's business enterprises as sub consultants can be part of the consideration in the selection process. Consultants shall comply with all guidelines, procedures and policies as required by Title VI of the Civil Rights Act.

GENERAL PROJECT STATEMENT FACTS:

- Under current WSDOT Policy, Local Agencies are responsible for funding of High Cost Bridge Inspections
- Skamania County has three bridges that fall under the category of High Cost Inspections, all these bridges are "Fracture Critical"
- The bridges to be inspected are: The Conrad Lundy Bridge, #08368500, Washougal River Bridge, #0012160A, and Evergreen Bridge, #08534700
- Skamania County maintains a full set of bridge files, including drawings, details, history and past inspection reports on all bridges
- Previous reports can be viewed through WSDOT Bridge Works application or provided by email from Skamania County upon request
- Skamania County will provide traffic control during inspections and can also provide a co inspector.
- The Conrad Lundy Bridge has a center tower for support that will require "High Angle" entry to inspect

REQUIRED CONSULTANT QUALIFICATIONS: Consulting firms will be evaluated on the demonstration of experience and knowledge of both the firm and its personnel in the following areas:

- Current Bridge Inspectors Certification from WSDOT
- Familiarity with the procedures for, "Fracture Critical" inspections
- Familiarity with WSDOT Bridge Works application
- Familiarity with UBIT inspection techniques
- Experience with High Angle Entry techniques

SUGGESTED CONSULTING SERVICE TASK ASSIGNMENTS: The following task list represents the minimum services required under this engineering services contract. Tasks that may not be listed by Skamania County that a respondent feels may be necessary or desirable can be identified in the proposal for specific inclusion in a final contract.

- Review Skamania County bridge files including past inspection reports
- Inspect three bridges to WSDOT and FHWA standards in adequate detail for inclusion in Bridge Works Inspection reporting application
- Input reports into Bridge Works or provide field reports to County for input into Bridge Works

- Provide photo documentation of all inspections
- Provide signed originals of reports once released in Bridge Works

Skamania County Title VI Policy Statement

Skamania County assures that no person shall on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964 and as amended, and the Civil Rights Restoration Act of 1987 (P.L. 100.259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance from the Washington State Department of Transportation. Skamania County further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs or activities are federally funded or not. In the event Skamania County distributes federal aid funds to another governmental entity or other sub-recipient, Skamania County will include Title VI language in all written agreements and will monitor for compliance. Skamania County's Office of the Title VI Coordinator is responsible for initiating and monitoring Title VI activities, preparing required reports and other Skamania County responsibilities as required by 23 CFR 200 and 49 CFR 21.

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 _____

DATE: March 15, 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: Request for Qualifications
Publish as: Legal Notice
Publish on: March 23 and March 30, 2022
Send Bill to: Skamania County Public Works

**REQUEST FOR QUALIFICATIONS
FOR BRIDGE INSPECTION SERVICES
FOR
SKAMANIA COUNTY**

FRACTURE CRITICAL AND HIGH-COST INSPECTION WITH REPORT

DATE OF ISSUE: March 15, 2022

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DATED this 15th day of March 2022

Debbie Slack

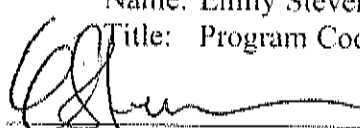
Clerk of the Board

Publish: March 23, and March 30, 2022

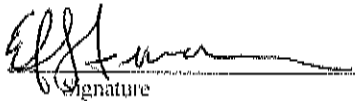
COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS

1. Contract Number Weed Control Agreement
2. Contract Status: (Check appropriate box) Original Renewal Amendment
3. Contractor Information: Contractor: Interlaken Resort Company
Contact Person: Jeff Breckel
Title: President

Address: 381 NE McEvoy Lane
Address: Stevenson, WA 98648
Phone: 360-921-0955
4. Brief description of purpose of the contract and County's contracted duties:
MOU between the Interlaken Resort Company and Skamania County Noxious Weed Control Program providing funds to control noxious weeds at Interlaken in Stevenson, WA.
5. Term of Contract: From: date of last signature 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) Chapter 39.34, Interlocal Cooperation Act

Public Works Construction & Improvements Projects – RCW 36.32.250 & 39.04.155 (Public Works, B&G, Capital Improvements Only)
 Small Works Roster (PW projects up to \$200,000)
 Exempt (PW projects less than \$10,000 upon order of the Board of Commissioners)
7. Amount Budgeted in Current Year: \$ 7,500.00
Amount Not Budgeted in Current Year: \$ 0 Source:
Total Non-County Funds Committed: \$7,500.00 Source: Interlaken Resort Co
Total County Funds Committed: \$ 0
TOTAL FUNDS COMMITTED: \$ 7,500.00
8. County Contact Person: Name: Emily Stevenson
Title: Program Coordinator
9. Department Approval: 
Department Head or Elected Official Signature
10. Special Comments: One copy to be sent to Interlaken Resort Company

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	Noxious Weed Department	 Signature
<u>AGENDA DATE</u>	3/15/2022	
<u>SUBJECT</u>	Agreement with Interlaken Resort Co.	
<u>ACTION REQUESTED</u>	Approve and sign	

SUMMARY/BACKGROUND

Agreement between Interlaken Resort Company and Skamania County Noxious Weed Control Board that gives permission for SCNWCB to treat Class A species garlic mustard and any other noxious weeds on Interlaken property at cost up to \$7,500.

FISCAL IMPACT

Interlaken agrees to pay actual costs up to \$7500.

RECOMMENDATION

Review and sign agreement.

LIST ATTACHMENTS

Two copies of agreement.

SKAMANIA COUNTY NOXIOUS WEED CONTROL BOARD
WEED CONTROL AGREEMENT

This Agreement is made and entered into by and between Skamania County Noxious Weed Control Board, hereinafter referred to as "Weed Board" and the Interlaken Resort Company, hereinafter referred to as "Landowner." For the purposes of this Agreement, it is understood that all references to the Weed Board or the Landowner also include an appointed designee(s).

WHEREAS, RCW 17.10.140 imposes a duty on owners to control noxious weeds, including a duty to eradicate Class A noxious weeds; and,

WHEREAS, RCW 17.10.154 allows the Weed Board to enter into agreements with landowners for the prevention, control and eradication of noxious weeds; and,

WHEREAS, the Weed Board has identified Garlic Mustard (Class A species) requiring eradication on Landowners property; and,

WHEREAS, the Weed Board has identified other noxious weeds, including yellowflag iris and spurge laurel requiring control on Landowners property; and

WHEREAS, the Weed Board has a limited pool of funds to assist owners in the eradication of noxious weeds;

NOW, THEREFORE, pursuant to the above recitals, Weed Board and the Landowner (collectively hereinafter "Parties" to this Agreement) acknowledge and agree to work cooperatively in accordance with the following:

1. Landowner gives permission to the Weed Board to enter the property and survey and monitor treatment of identified Class A species, and any Class B or C noxious weeds identified and labeled for control by the landowner. Treatment shall be by manual control and herbicide application in accordance to good and prudent industry standards and label requirements.
2. **The Weed Board will bill the landowner according to actual costs incurred up to a maximum of \$7,500. Landowner shall be billed within 30 days after work is completed.**
3. This agreement shall be in effect from the date of the last signature until December 31, 2022 and shall not automatically renew.
4. Each party to this Agreement shall be responsible for damage to persons or property resulting from the negligence on the party of itself, its employees, its agents, or its officers. Neither party assumes any responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a part to this Agreement.
5. All work performed under this Agreement shall comply with all federal and state laws, local laws and ordinances, and applicable permit requirements.
6. The Agreement merges and supersedes all prior applications, representations, negotiations, approvals, and understandings, oral or written, between the Parties hereto relating to the subject matter of this Agreement and constitutes the entire Agreement between the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement.

By signing this contract, you agree to pay the Weed Board for the cost of treating noxious weeds as described above.

Landowner:


Landowner Signature

Jeff Breckel, President, Interlaken Resort Company
Print Landowner Name

Landowner Address: 381 NE McEvoy Lane, Stevenson, WA 98648

Date: 2-14-22 Phone: 360-921-0955 Email: jpbreckel@gmail.com

Skamania County Noxious Weed Control Board Representative:


Program Coordinator Signature

Emily Stevenson
Printed Name

DATED: _____

**SKAMANIA COUNTY
BOARD OF COMMISSIONERS**

Chairman

Commissioner

Commissioner

APPROVED AS TO FORM ONLY:

ATTEST:

Prosecuting Attorney

Clerk of the Board

2022 Scope of Work:

Gm: 1.5 days

Iris: 3 days

SL: 3 days

TOH 3 hours

Labor ~ \$6400

Supplies ~250

Travel: ~100

admin: ~250

Total \$7500

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	Skamania County Sheriff <u>David S. Brown</u>
	Department Signature
<u>AGENDA DATE</u>	_____
<u>SUBJECT</u>	Ferry County Sub-Recipient Contract
<u>ACTION REQUESTED</u>	<u>Authorize contract</u>

SUMMARY/BACKGROUND

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

FISCAL IMPACT

\$93,322.82

RECOMMENDATION

Authorize contract

LIST ATTACHMENTS

Face Sheet
Contract x 2

**SKAMANIA COUNTY SHERIFFS OFFICE
SUBRECIPIENT CONTRACT**

1. Subrecipient Name and Address: Ferry County Sheriff's Office 175 N Jefferson Avenue Republic, WA 99166	2. Contract Amount: \$93,322.82	3. Contract Number:
4. Subrecipient Contact Person, Phone: Terri Sebree (509)-775-3132	5. Contract Start Date: August 9, 2019	6. Contract End Date: March 31, 2022
7. Skamania County Contact Person, Phone: Jason Fritz, 911 Coordinator (509)-427-9490		
8. Funding Authority: Washington State Military Department (Department), and the National Highway Traffic Safety Administration (NHTSA)		
9. FAIN#: 69N37619300000911WAO	10. Program Index # 783CP	11. Catalog of Federal Domestic Asst. (CFDA) # and Title: 20.615 – 911 Grant Program

12. BRIEF DESCRIPTION:

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

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

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

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

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 _____

SUBRECIPIENT FUNDING AGREEMENT

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

THIS SUBRECIPIENT FUNDING AGREEMENT (this "Agreement") is made and entered into by and between the **SKAMANIA COUNTY SHERIFF'S OFFICE**, with its principal offices at 200 NE Vancouver Avenue, Stevenson, WA 98648, hereinafter "**SCSO**," and the **FERRY COUNTY SHERIFF'S OFFICE**, with its principal offices at 175 N Jefferson Avenue Republic, WA 99166 hereinafter "**SUBRECIPIENT**."

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

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

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

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

1. Defined Terms; DURATION OF AGREEMENT

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

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

2. SCOPE OF SERVICES PROVIDED BY THE SUBRECIPIENT

The SUBRECIPIENT shall perform the following services:

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

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

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

3. SERVICES PROVIDED BY SCSO

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

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

4. AGREEMENT REPRESENTATIVES

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

a. For SUBRECIPIENT:

Name of Representative _____
 Title: _____
 Mailing Address: _____
 City, State and Zip Code: _____
 Telephone Number: _____
 Fax Number _____
 E-mail Address: _____

b. For SCSO:

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

5. COMPENSATION

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

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

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

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

6. AMENDMENTS AND CHANGES IN WORK

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

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

7. HOLD HARMLESS AND INDEMNIFICATION

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

8. TERMINATION

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

9. DEFAULT

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

10. NON-WAIVER OF RIGHTS

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

11. INDEPENDENT AGENCY

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

12. COMPLIANCE WITH LAWS AND FUNDING REQUIREMENTS

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

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

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

13. SINGLE AUDIT ACT REQUIREMENTS AND INSPECTION OF RECORDS

- a. The SUBRECIPIENT must comply with the Single Audit Act of 1984 as modified in 1996. The SUBRECIPIENT must maintain accounting records that will enable identification of all federal funds received and expended by catalog of federal domestic assistance number (CFDA#). If a Single Audit is required, a copy of the audit report must be submitted to SCSO, within the time limit set forth in the Single Audit Act. If a Single Audit is not required, SCSO is allowed to perform a fiscal review of the SUBRECIPIENT'S financial records.
- b. SCSO may, at reasonable times, inspect the books and records of the SUBRECIPIENT relating to the performance of this Agreement. The SUBRECIPIENT will permit independent auditors access to its financial records for this purpose. The SUBRECIPIENT shall keep all records required by this Agreement for six (6) years after termination of this Agreement for audit purposes.

14. CERTIFICATION REGARDING DEBARMENT SUSPENSION OR INELIGIBILITY

- a. If federal funds are the basis for this Agreement, the SUBRECIPIENT certifies that neither it or its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any federal department or agency. If the SUBRECIPIENT is debarred or suspended from participation in federal programs during the Agreement period, the Agreement is voided.
- b. The SUBRECIPIENT must check the "List of Parties Excluded from Federal Procurement and Non-procurement Programs" (<https://www.sam.gov/SAM/>) prior to awarding subgrants or contracts, and agrees not to enter into any arrangements or contracts related to this grant with any party on this list.

15. NONDISCRIMINATION

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

16. DISPUTES

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

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

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

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

18. SEVERABILITY

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

19. ENTIRE AGREEMENT

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

EXHIBIT "A"

Statement of work

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

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

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

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

EXHIBIT "B"

Milestone Timeline

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

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

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

Technical Reporting

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

EXHIBIT "C"

Budget

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

Agency	HW – Hardware	SW – Software	TR – Training	CS – Consulting Services	Total
FERRY COUNTY SHERIFF'S OFFICE	\$49,664.91	\$43,657.91	\$0.00	\$0.00	\$93,322.82

EXHIBIT "D"

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

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

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

Inclusions/Notations:

1. The Skamania County Sheriff's Office is the subrecipient referred to in the agreement with the WA St Military Department.

2. Original receipts and invoices for eligible grant program expenses must be sent with reimbursement request/s by dates specified in the timeline (Exhibit B) to:

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

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

Exclusions:

None

COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS

1. Contract Number - NFS 19-LE-11060300-001

2. Contract Status: (Check appropriate box) Original Renewal Amendment 003

3. Contractor Information: Contractor: USFS Gifford Pinchot Nat'l Forest
Contact Person: Joseph Cook
Title: USFS Program Mgr.
Address: 987 McClellan Rd (Physical) 501 E 5th Street #404(Mail)
Address: Vancouver, WA 98661
Phone: 360-891-5123
e-mail - "joseph.c.cook@usda.gov"

4. Brief description of purpose of the contract and County's contracted duties: _____
Law Enforcement services for the Gifford Pinchot National Forest

5. Term of Contract: From: 1/1/22 To: 12/31/2022

6. Contract Award Process: (Check appropriate box)

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

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

X Revenue Contract

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: \$31,000.58
Amount Not Budgeted in Current Year: \$ Source:
Total Non-County Funds Committed: \$31,000.58 Source: USFS
Total County Funds Committed: \$
TOTAL FUNDS COMMITTED: \$31,000.58

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

9. Department Approval: David S. Brown
Department Head or Elected Official Signature

10. Special Comments: _____

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	Skamania County Sheriff	
	Department	Signature
<u>AGENDA DATE</u>	_____	
<u>SUBJECT</u>	USFS Law Enforcement Contract MODIFICATION	
<u>ACTION REQUESTED</u>	____ Authorize contract _____	

SUMMARY/BACKGROUND

To provide law enforcement services in the Gifford Pinchot National Forest. Adds \$31,000.58 to calendar year 2022 and includes calendar year annual operating and financial plan.

FISCAL IMPACT

\$31,000.58

RECOMMENDATION

Authorize Amendment

LIST ATTACHMENTS

Contract Face Sheet
Contract x 2



MODIFICATION OF GRANT OR AGREEMENT

PAGE OF PAGES

1 2

1. U.S. FOREST SERVICE GRANT/AGREEMENT NUMBER: 19-LE-11060300-001 Cooperative Law Enforcement	2. RECIPIENT/COOPERATOR GRANT or AGREEMENT NUMBER, IF ANY:	3. MODIFICATION NUMBER: 003
4. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING GRANT/AGREEMENT (unit name, street, city, state, and zip + 4): Gifford Pinchot National Forest 987 McClellan Rd Vancouver, WA 98661 Columbia River Gorge National Scenic Area 902 Wasco Ave., Suite 200 Hood River, OR 97031	5. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING PROJECT/ACTIVITY (unit name, street, city, state, and zip + 4): Gifford Pinchot National Forest 987 McClellan Rd Vancouver, WA 98661	
6. NAME/ADDRESS OF RECIPIENT/COOPERATOR (street, city, state, and zip + 4, county): Skamania, County of 240 NW Vancouver Ave Stevenson, WA 98648-6447	7. RECIPIENT/COOPERATOR'S HHS SUB ACCOUNT NUMBER (For HHS payment use only): N/A	

8. PURPOSE OF MODIFICATION

CHECK ALL THAT APPLY:	This modification is issued pursuant to the modification provision in the grant/agreement referenced in item no. 1, above.
<input type="checkbox"/>	CHANGE IN PERFORMANCE PERIOD:
<input checked="" type="checkbox"/>	CHANGE IN FUNDING: This modification adds \$31,000 for CY 2022 for patrol activities.
<input type="checkbox"/>	ADMINISTRATIVE CHANGES:
<input type="checkbox"/>	OTHER (Specify type of modification):

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

9. ADDITIONAL SPACE FOR DESCRIPTION OF MODIFICATION (add additional pages as needed):

10. ATTACHED DOCUMENTATION (Check all that apply):

<input type="checkbox"/>	Revised Scope of Work
<input type="checkbox"/>	Revised Financial Plan
<input checked="" type="checkbox"/>	Other: CY 2022 Annual Operating Plan and Financial Plan

11. SIGNATURES

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

11.A. SKAMANIA COUNTY SIGNATURE See Attached Annual Operating Plan and Financial Plan for signatures (Signature of Signatory Official)	11.B. DATE SIGNED	11.C. U.S. FOREST SERVICE SIGNATURE See attached Annual Operating Plan and Financial Plan for signatures. (Signature of Signatory Official)	11.D. DATE SIGNED
11.E. NAME (type or print):		11.F. NAME (type or print):	
11.G. TITLE (type or print):		11.H. TITLE (type or print):	
11.I. NAME (type or print):		11.J. NAME (Type or Print)	



USDA Forest Service

OMB 0596-0217
FS-1500-19

12. G&A REVIEW

12.A. The authority and format of this modification have been reviewed and approved for signature by:

DAVID BLAIR Digitally signed by DAVID BLAIR
Date: 2022.03.02 09:48:25 -0800

DAVID BLAIR 19-LE-11060300-001 Mod 003
U.S. Forest Service Grants & Agreements Specialist

12.B. DATE
SIGNED

Burden Statement

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

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

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



EXHIBIT A

**COOPERATIVE LAW ENFORCEMENT ANNUAL OPERATING PLAN &
FINANCIAL PLAN**

Between The

Skamania, County of

And the

U.S. FOREST SERVICE

Gifford Pinchot National Forest

And

Columbia River Gorge National Scenic Area

2022 ANNUAL OPERATING AND FINANCIAL PLAN

This Annual Financial and Operating Plan (Annual Operating Plan) is hereby made and entered into by Skamania, County of, Skamania County Sheriff's Department, hereinafter referred to as "Cooperator," and the USDA Forest Service, Gifford Pinchot National Forest and Columbia River Gorge National Scenic Area, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement 19-LE-11060300-001 executed on date of last signature. This Annual Operating Plan is made and agreed to as of the last date signed below and is for the estimated period beginning January 1, 2022 and ending December 31, 2022.

Previous Year Carry-over: \$0.58 as of February 28, 2022.

Current 2022 Year Obligation: \$31,000.00

Estimated CY 2022 Annual Operating Plan: \$31,000.58*

*(*Partial funding through Continuing Resolution (PL 117-43 9/30/21). Additional funds may be available when full Appropriation Bill is enacted.)*

I. GENERAL:

- A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Dave Brown, Sheriff Skamania County Sheriff's Office 200 NW Vancouver Avenue Stevenson, WA 98648 Telephone: (509) 427-9490 FAX: (509) 427-4369 Email: daveb@co.skamania.wa.us	Pat Bond, Undersheriff Skamania County Sheriff's Office 200 NW Vancouver Avenue Stevenson, WA 98648 Telephone: (509) 427-9490 FAX: (509) 427-4369 Email: patb@co.skamania.wa.us



Principal Forest Service Contacts:

Forest Service Program Manager Contact	Forest Service Administrative Contact
Joseph Cook Gifford Pinchot National Forest 987 McClellan Rd. Vancouver, WA 98661 Telephone: (360) 891-5132 Email: joseph.c.cook@usda.gov	Sandy Hoffman 987 McClellan Rd. Vancouver, WA 98661 Telephone: 360-891-5273 Email: sandra.hoffman@usda.gov
	Jessica Clark 987 McClellan Rd. Vancouver, WA 98661 Telephone: 360-891-5168 Email: jessica.clark@usda.gov

B. Reimbursement for all types of enforcement activities shall be at the following rates unless specifically stated otherwise:

- \$0.55/mile patrolled
- Per diem rate is \$0/day
- Wages at the prevailing rate of \$48.00/hour plus fringe benefits for the individual officer at the rate of \$72.00/hour.

II. PATROL ACTIVITIES:

A. Time schedules for patrols will be flexible to allow for emergencies, other priorities, and day-to-day needs of both the Cooperator and the Forest Service. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity.

Cooperator will provide a full-time Deputy from January 1, 2022, through December 31, 2022, whose primary assignment is the Gifford Pinchot National Forest inside the boundaries of Skamania County, Washington with particular attention given to those places utilized by the visiting public such as administered recreation sites, dispersed recreation sites, buildings and boat launching facilities.

B. Specific workdays and core hours on the ground will be determined by the Cooperator with concurrence by the Forest Service. This schedule will be provided to the U.S. Forest Service at least 30 days prior to the schedule taking effect.

C. Within staffing capabilities, additional Deputies shall be dispatched to unforeseen situations upon request of the Forest Service.



- D. Cooperator will provide suitable vehicles to Deputies assigned to this agreement.
- E. Timely reports and/or information relating to incidents or crimes that have occurred on National Forest System lands should be provided to the Forest Service as soon as possible.
- F. Assigned Deputies will complete Daily Activity Reports denoting hours worked, location and type of activity to assure patrols are consistent with Agreement priorities. This documentation should be submitted with reimbursement requests.
- G. A completed Form FS 5300-5, Cooperative Law Enforcement Activity Report, shall be furnished to the Forest Service on a quarterly basis, identifying the number of crimes occurring on NFS lands.

The report shall follow the FBI Uniform Crime Reporting Groupings, Part I and II Offenses. Offense and arrest information shall be combined and reported for each crime. The report shall separate the crimes handled under the cooperative agreement from those handled by the County during regular duties.

A copy of each motor vehicle collision report occurring on NFS lands and roads, including photos of the crash site depicting all vehicles involved, any property damage, road conditions and applicable road signs shall be provided to the Forest Service.

- H. Cooperator shall notify the Forest Service as soon as possible of all search and rescues occurring on NFS lands. Deputies assigned to this agreement can perform preliminary search and rescue duties, but Cooperator shall furnish another Deputy for lengthy missions.
- I. Patrols should be variable, and Deputies should plan routes making them more visible after sunset, especially during peak use months (generally May through September). Cooperators may be asked to provide more Deputies for large law enforcement incidents (raves, parties, gatherings, etc.) as needed.

COOPERATIVE PATROL AREAS:

Mount St. Helens National Volcanic Monument (MSHNVM)

1. Forest Road 90 from Skamania/Cowlitz County line to intersection w/Forest Road 23.
2. Forest Road 25 from Forest Road 90 to Skamania/Lewis County line.
3. Forest Road 83 from Forest Road 90 to end.
4. Forest Road 99 from Forest Road 25 to end.
5. Forest Road 26 from Forest Road 99 to Skamania/Lewis County line.
6. Forest Road 81 from Forest Road 83 to Skamania/Cowlitz County line.
7. Lower Falls Campground.
8. Ape Cave Recreation area.
9. Lahar Viewpoint.
10. Windy Ridge Viewpoint.



11. Ryan Lake area.
12. Marble Mountain Snow Park (summer & winter).
13. Climber's Bivouac.
14. Trail of Two Forests.
15. Lower Smith Creek Trailhead (on 8322 Road).
16. Sunset Campground.
17. Canyon Creek area.
18. Random security checks of MSHNVM Forest Service facilities in Skamania County.
19. MSHNVM developed and dispersed recreation areas, trailheads and high use sites.

Mount Adams Ranger District

1. Mount Adams developed and dispersed recreation areas, trailheads and high-use sites.
2. Random security checks of Mount Adams Forest Service facilities in Skamania County.

Columbia River Gorge National Scenic Area (CRGNSA)

1. Lands within Skamania County that are administered by the U.S. Forest Service CRGNSA. Focus will be on developed and dispersed recreation areas and areas of high public activity.
2. Emphasis areas will include Cape Horn, Dog Mountain, Dog Creek Falls, Sams-Walker property, Saint Cloud Landing and Carson Hot Springs. Patrol shall be flexible in nature with frequent, random patrol during high-activity months, generally May through September.

J. Enforcement Priorities (1=high; 3=low):

- 1 – Personal safety of visitors.
- 1 – Personal safety of Forest Service employees.
- 1 – Personal safety of concessionaire employees.
- 1 – Vehicle crashes and collisions.
- 1 – Drug and alcohol violations.
- 1 – Building and facility security (US Forest Service or concessionaire).
- 2 – Vandalism and theft prevention.
- 2 – Unauthorized entry into administrative closure areas.
- 2 – Litter and sanitation violations.
- 2 – Protection of resources and lakeshores.
- 2 – Protection of Forest Service and concessionaire funds.
- 3 – Hunting and fishing violations.
- 3 – Private property protection and investigations.
- 3 – Information and guidance.

K. Priority Patrol Times (1=high; 7=low):

1. Holidays
2. Weekends
3. Fridays
4. Mondays
5. Thursdays



6. Wednesdays
7. Tuesdays

- L. Dispatch Services: Cooperator will provide dispatch services to Forest Service Law Enforcement Personnel when they are working within the county. Forest Service Law Enforcement Personnel will follow standards and protocols set by the Communications Center. Cooperator will provide any required training on the standards and protocol. Dispatching can take place via radio, phone, and/or computer aided dispatching (CAD).

Radio dispatch activities can include:

- 1) Officer status checks when requested
- 2) Registered vehicle and owner information
- 3) Driver's license information
- 4) Wants and warrant checks
- 5) Calls for assistance or service (i.e., agency notifications, tow trucks, locksmith, etc.).
- 6) Hard copy information when requested
- 7) Criminal History Records Checks

Cooperator will provide Criminal History records to authorized LEI employees. Forest Service LEI employees shall safe guard that Criminal History in accordance with applicable laws.

- M. Total reimbursement for this category shall not exceed the amount of \$31,000.58.

III. EQUIPMENT:

- A. The Forest Service agrees to reimburse Skamania County for equipment and supplies in an amount not to exceed \$1,000. All purchases must be approved by the U.S. Forest Service prior to purchase. Documentation of such purchases shall become part of the Cooperative Agreements' official file.
- B. The Forest Service may loan Skamania County equipment as needed, when mutually agreed. While in possession of Skamania County, maintenance of this equipment shall be the responsibility of the Cooperator and shall be returned in the same condition as at the time of transfer.

Total reimbursement for this category will be paid out of the Patrol Activity funds in Section II.

IV. SPECIAL ENFORCEMENT SITUATIONS:

- A. Special Enforcement Situations include but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.



B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the U.S. Forest Service designated representative listed in Provision I-B of this Annual Operating Plan. The designated representative will then notify the Cooperator whether funds will be authorized for reimbursement. If funds are authorized, the parties will then jointly prepare a revised Annual Operating Plan.

1. **Drug Enforcement:** This will be handled on a case-by-case basis. The request will normally come from the Patrol Captain; however, it may come from the Special Agent in Charge or their designated representative. Reimbursement shall be made at the rates specified in Provision I-B. Deputies assigned to the incident will coordinate all of their activities with the designated officer in charge of the incident.

Authorized activities associated with Drug Enforcement will be identified separately on billings supplied by the Cooperator.

2. **Fire Emergency:** During emergency fire suppression situations and upon request by the Forest Service pursuant to an incident resource order, the Cooperator agrees to provide special services beyond those provided under Provision II-A, within the Cooperator's resource capabilities, for the enforcement of State and local laws related to the protection of persons and their property. The Cooperator will be compensated at the rate specified in Provision I-B; the Forest Service will specify times and schedules. Upon concurrence of the local Patrol Captain or their designated representative, (an official from the Incident Management Team managing the incident), Cooperator personnel assigned to an incident where meals are provided will be entitled to such meals in accordance with the Interagency Incident Handbook.
3. **Group Gatherings:** This includes but is not limited to situations which are normally unanticipated, or which typically include very short notices, large group gatherings such as rock concerts, demonstrations, and organization rendezvous.

Upon authorization by a Forest Service representative listed in Section I-A for requested services of this nature, reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to this type of incident will normally coordinate their activities with the designated officer in charge of the incident.

C. Billing Documentation

The billing for each incident shall include individual employee times and their agreement rate. Such times will be documented on Crew Time Reports, shift tickets or other agreed-upon form, and must be approved by incident management personnel.

For billing using procedures specified in Section IV-B-2, original documentation will be maintained by the Forest Service in the appropriate fire documentation files or



appropriate incident management personnel; the Cooperator will maintain copies of all such documentation

V. BILLING FREQUENCY:

See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.

- A. **Invoices.** Cooperator will submit **monthly** invoices to the U.S. Forest Service for reimbursement of services provided under this operating plan (includes drug enforcement and group gatherings). Invoices shall be printed on the Cooperator's department letterhead and submitted to the addresses as shown below.

Invoices shall include the following:

1. Date of invoice
2. Operating Plan reference number 19-LE-110603000-001
3. Actual dates of services (from MM/DD/YY to MM/DD/YY)
4. Description of services (hours worked x rate/hour; miles x rate/mile)
5. Total amount billed to the U.S. Forest Service
6. Other supporting documentation such as activity reports with dates of service, areas patrolled, and miles traveled
7. Signature from Sheriff, or other authorized representative, certifying that services have been performed as described on the invoice and related supporting documentation.

(Invoices are separate from the U.S. Forest Service Form FS-5300-5 Cooperative Law Enforcement Activity Report, which is required from the Cooperator annually as per Provision II-F of the Cooperative Law Enforcement Agreement).

The Invoice shall be forwarded to ASC for payment as follows:

USDA Forest Service
ASC Payments-Grants and Agreements
101B Sun Ave NE
Albuquerque, NM 87109

Invoices may also be faxed to 1-877-687-4894. Address FAX coversheets to:

USDA Forest Service
ASC Payments-Grants and Agreements

Send a copy of the Invoice and Supporting Documentation to:

U.S. Forest Service
Gifford Pinchot National Forest
ATTN: Joseph Cook, Patrol Captain
501 E 5th Street Bldg. #404
Vancouver, WA 98661
E-Mail: jcook@fs.fed.us



B. For reimbursement of fire emergency services provided under Provision V.B.2., the following billing procedure will be used:

1. Incident Management personnel will gather all required billing documentation as stated in Provision VI-A and upon concurrence with the Cooperator, submit the packet to the Forest Incident Business Specialist at the address below.
2. The Cooperator will submit invoices for reimbursement for services provided under Provision IV.B.2 of this agreement no later than 30 days after the completion of this service or incident to the following address:

USDA Forest Service
 ASC – Incident Finance
 Payments- Cooperative Agreements
 101B Sun Ave NE
 Albuquerque, NM 87109

Invoices may also be faxed to 1-877-687-4894. Address FAX coversheets to:

USDA Forest Service
 ASC – Incident Finance
 Payments-Cooperative Agreements

Send a copy of the Invoice and Supporting Documentation to:

U.S. Forest Service
 Gifford Pinchot National Forest
 ATTN: Joseph Cook, Patrol Captain
 501 E 5th Street Bldg. #404
 Vancouver, WA 98661
 E-Mail: _____

A. The following is a breakdown of the total estimated costs associated with this Annual Operating Plan.

Category	Estimated Costs	Not to Exceed
Patrol Activities	\$31,000.58	N/A
Equipment	\$1,000.00 (From patrol activities)	N/A
Special Enforcement Situations	\$0	N/A
Total	\$31,000.58	N/A



- B. Any funding in this Annual Operating Plan will be available to spend through the term of the Cooperative Law Enforcement Agreement, or deobligated at the request of the U.S. Forest Service. *See Cooperative Law Enforcement Agreement Provision IV-C.*
- C. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement.

In witness whereof, the parties hereto have executed this Annual Operating Plan as of the last date written below.

3/8/2022

DAVE BROWN, Sheriff
Skamania, County of

Date

ERIC VEACH, Forest Supervisor
US Forest Service, Gifford Pinchot National Forest

Date

DONNA MICKLEY, Forest Supervisor
US Forest Service, Columbia River Gorge National
Scenic Area

Date

ALEXANDER LOMVARDIAS
Digitally signed by
ALEXANDER LOMVARDIAS
Date: 2022.03.03 12:52:07
-08'00'

ALEX LOMVARDIAS
Special Agent in Charge, Acting
US Forest Service, Pacific Northwest
Region

Date

Commissioner
Skamania County Board of Commissioners

Date



The authority and format of this agreement have been reviewed and approved for signature.

DAVID BLAIR Digitally signed by DAVID BLAIR
Date: 2022.03.02 09:46:08 -0800

DAVID BLAIR
U.S. Forest Service Grants Management Specialist

Date

ACCEPTANCE OF U.S. FOREST SERVICE CY2021 ANNUAL OPERATING & FINANCIAL PLAN FOR COOPERATIVE AGREEMENT

DATED: _____

SKAMANIA COUNTY:

BOARD OF COUNTY COMMISSIONERS,
Skamania County, WASHINGTON

APPROVED AS TO FORM:

CHAIRMAN

COMMISSIONER

Prosecuting Attorney
Skamania County

COMMISSIONER

ATTEST:

DATE

CLERK OF THE BOARD

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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

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

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	Skamania County Sheriff 
	Department _____ Signature _____
<u>AGENDA DATE</u>	_____
<u>SUBJECT</u>	NG911 CONTRACT E21-207 A #4
<u>ACTION REQUESTED</u>	Authorize contract _____

SUMMARY/BACKGROUND

This is an amendment to grant E21-207. The funds will be used to implement a multi-node, host-remote 911 call handling solution that will place two or more inter-connected sets of customer premise equipment in geographically diverse locations between two or more counties.

FISCAL IMPACT

Increases the grant amount from \$842,287.00 to \$935,874.00. Decreases the total match amount from \$93,587.00 to \$0.00.

RECOMMENDATION

Authorize contract amendment (2 Copies)

LIST ATTACHMENTS

Copy of contract amendment x 2

**Washington State Military Department
AMENDMENT**

1. SUBRECIPIENT NAME/ADDRESS: Skamania County 240 NW Vancouver Ave Stevenson, WA 98648-6447		2. GRANT AGREEMENT NUMBER: E21-207	3. AMENDMENT NUMBER: 4
4. SUBRECIPIENT CONTACT, PHONE/EMAIL: Jason Fritz 509-437-9490 x2012 jasonf@skamania.wa.us		5. DEPARTMENT CONTACT, PHONE/EMAIL: Lisa Barbier, 253-512-7015 lisa.barbier@mil.wa.gov	
6. DUNS 017330861	7. CATALOG OF FEDERAL DOMESTIC ASST. (CFDA) #: 20.615 911 Grant Program	8. Unique Federal Award Identification Number (FAIN)#: 69N37619300000911WA0	
9. FUNDING AUTHORITY: Washington State Military Department (Department) and National Highway Traffic Safety Administration ("NHTSA")			
10. DESCRIPTION/JUSTIFICATION OF AMENDMENT: This amendment is being made to change the non-federal match requirement. Changes are noted in strikethrough and grey highlight.			
11. AMENDMENT TERMS AND CONDITIONS: <ol style="list-style-type: none"> Change the Grant Agreement Amount from \$842,287 to \$935,874, an increase of \$93,587; as described on Page 2 of this Amendment. Change the Match requirement from the Subrecipient to the Department, as described on Page 2 of this Amendment. Replace the Revised Project Budget, Attachment E, with the attached Revised Project Budget – Revision 4, Attachment E, as described on Page 3 of this Amendment. 			
This Amendment is incorporated in and made a part of the Grant Agreement. Except as amended herein, all other terms and conditions of the Grant Agreement remain in full force and effect. Any reference in the original Grant Agreement or an Amendment to the "Grant Agreement" shall mean "Grant Agreement as amended". The Department and Sub-Recipient acknowledge and accept the terms of this Amendment as identified above, effective on the final date of execution below. By signing this Amendment, the signatories warrant they have the authority to execute this Amendment.			
IN WITNESS WHEREOF, the parties have executed this Amendment:			
FOR THE DEPARTMENT:		FOR THE SUBRECIPIENT:	
Signature Regan Anne Hesse, Chief Financial Officer Washington State Military Department	Date	Signature Tom Lannen, Commissioner Skamania County	Date
APPROVED AS TO FORM: Assistant Attorney General			

**Washington State Military Department
Amendment 2 to Agreement E21-207**

1. Change the Grant Agreement Amount from \$842,287 to \$935,874; an increase of \$93,587.
 - a. Agreement Face Sheet, Box 2 - _____, \$935,874.

2. Change the Match requirement from the Subrecipient to the Department, as described on Page 2 of this Amendment.
 - a. Attachment A, Article III, section B.2
*"The value of the contributions by the SUBRECIPIENT to the project shall be _____ \$0, or
_____ 0%,

_____*
*_____The DEPARTMENT will contribute \$93,587, or 10% of the
total eligible project cost, whichever is less.*

3. Replace the Revised Project Budget – Revision 3, Attachment E, with the attached Revised Project Budget – Revision 4, Attachment E.

REVISED PROJECT BUDGET – REVISION 4

<i>APPROVED BUDGET CATEGORY</i>	<i>Maximum Federal Funding</i>	<i>Maximum State Funding</i>
AD – Administrative Costs (limited to 10% of total eligible project costs)		\$ 7,601.00
HW – Hardware	\$ 545,014.00	\$ 52,956.00
SW - Software	\$ 297,273.00	\$ 33,030.00
TOTAL	\$ 842,287.00	\$ 93,587.00

TOTAL \$ 935,874.00

Tracking and Reporting Project Costs: Project expenses for which reimbursement is sought must be tracked and reported by approved budget cost categories, above. Documentation of expenditures by approved budget cost categories should be made on a separate spreadsheet or table and included with each State A-19 Invoice form. Supporting documentation of all costs shall include, but not be limited to: tracking of staff time spent on the project through timesheets or other similar documentation; dated invoices from contractors and subcontractors for work completed; dated invoices for goods and services purchased; and documentation of in-kind contributions of personnel, equipment and supplies.

Final Payment: Final payment of any remaining, or withheld funds will be made upon submission by the SUBRECIPIENT within 60 days of completion of the final project report, a signed State A-19 Invoice form, and completion of all final inspections by the DEPARTMENT. Final payment also may be conditioned upon a financial review, if determined necessary by the DEPARTMENT. Adjustments to the final payment may be made following any reviews or audits conducted by the DEPARTMENT, Washington State Auditor's Office, the United States Inspector General, or their authorized representatives.

Per 911 program guidance, no cost overruns will be funded. If costs exceed the maximum amount of federal funding approved, the SUBRECIPIENT shall be fiscally responsible for any and all cost overrun.

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>	Skamania County Sheriff 
<u>AGENDA DATE</u>	Department _____ Signature _____
<u>SUBJECT</u>	Ferry County Sub-Recipient Contract Amendment
<u>ACTION REQUESTED</u>	Authorize contract _____

SUMMARY/BACKGROUND

Increases the funding of the original contract to \$155,538.04 and decreased the total match to \$0.00.

FISCAL IMPACT

\$155,538.04

RECOMMENDATION

Authorize contract

LIST ATTACHMENTS

Face Sheet
Contract x 2

**SKAMANIA COUNTY SHERIFFS OFFICE
SUBRECIPIENT CONTRACT
AMENDMENT**

1. Subrecipient Name and Address: Ferry County Sheriff's Office 175 N Jefferson Avenue Republic, WA.99166	2.. Contract Number:	3. Amendment Number: #1
4. Subrecipient Contact Person, Phone: Terri Sebree (509)-775-3132	5. Skamania County Contact Person, Phone: Jason Fritz, 911 Coordinator (509)-427-9490	

6. Funding Authority:
Washington State Military Department (Department), and the National Highway Traffic Safety Administration (NHTSA)


7. FAIN#: 69N3761930000911WA0	8. Program Index # 783CP	9. Catalog of Federal Domestic Asst. (CFDA) # and Title: 20.615 – 911 Grant Program
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10. DESCRIPTION/JUSTIFICATION OF AMENDMENT:
This amendment is being made to change budget amounts, percentage of participation and performance period as approved by NHTSA. Changes are noted in strikethrough and grey highlight.

11. AMENDMENT TERMS AND CONDITIONS:
- Change** the Contract Agreement Amount from \$93,322.82 to \$155,538.04, an increase of \$62,215.22 as described on page 2 of this Amendment.
 - Change** the total federal share of the Agreement from 60% to 100% and decrease the total match from 40% to 0%, as described on Page 2 of this Amendment.
 - Replace** the Revised Budget, Attachment C, with the attached Revision 1 Budget, Attachment C, as described on Page 2 of this Amendment.

This Amendment is incorporated in and made a part of the Contract Agreement. Except as amended herein, all other terms and conditions of the Contract Agreement remain in full force and effect. Any reference in the original Contract Agreement or an Amendment to the "Contract Agreement" shall mean "Contract Agreement as amended". The Department and Sub-Recipient acknowledge and accept the terms of this Amendment as identified above, effective on the final date of execution below. By signing this Amendment, the signatories warrant they have the authority to execute this Amendment.

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

For Skamania County Sheriff's Office:	For Subrecipient:
DUNS # <u>017330861</u>	DUNS # _____
 <u>3/8/2022</u>	_____
Signature _____ Date	Signature _____ Date
Dave Brown, Sheriff	Print Name _____
	Title _____

**Skamania County Sheriff's Office
Subrecipient Contract
Amendment 1**

1. **Change the Contract Amount from \$93,322.82 to \$155,538.04, an increase of \$62,215.22.**
 - a. Agreement Face Sheet, Box 2 - ~~\$93,322.82~~, \$155,538.04.
 - b. Replace Original Budget, ~~Attachment C~~; with Revised Budget - Revision 1, Attachment C.
2. **Change the Period of Performance End Date from January 31st, 2022 to March 31st, 2022.**
 - a. Agreement Face Sheet, Box 6 - ~~January 31st, 2022~~ March 31st, 2022.
 - b. Exhibit "B", Milestone Timeline - ~~January 31st, 2022~~ March 31st, 2022.
"The performance period for this Agreement is August 9, 2019 to ~~January 31, 2022~~ March 31st, 2022. All contract work must end on ~~January 31st, 2022~~ March 31st, 2022..."

Date	Activity
August 9, 2019	Start of grant performance period
January 31, 2022 March 31 st , 2022	Final invoice due to the Skamania County Sheriff's Office

3. **Decrease the Total Match Amount from 40% to 0%.**
 - a. Page 3, Section 5 Compensation.
 ..."The SUBRECIPIENT commits to providing the required local match. The 911 Grant Program requires cost sharing, also known as a matching fund requirement. The Federal share of the cost of any activity carried out under the 911 Grant Program may not exceed ~~60~~ **100** percent of the eligible cost of carrying out grant activities.

ATTACHMENT C

REVISION 1 PROJECT BUDGET

Agency	HW – Hardware	SW – Software	TR – Training	CS – Consulting Services	Total
FERRY COUNTY SHERIFF'S OFFICE	\$85,545.92	\$69,992.12	\$0.00	\$0.00	\$155,538.04

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

SUMMARY/BACKGROUND

Amends the original contract and adds total funding of \$162,763.24 and decreases the match amount to \$0.00

FISCAL IMPACT

\$162,763.24

RECOMMENDATION

Authorize contract

LIST ATTACHMENTS

Face Sheet
Contract x 2

**SKAMANIA COUNTY SHERIFFS OFFICE
SUBRECIPIENT CONTRACT
AMENDMENT**

1. Subrecipient Name and Address: Lincoln County Sheriff's Office 404 Sinclair / P.O. Box 367 Davenport, WA 99122	2.. Contract Number:	3. Amendment Number: #1
---	----------------------	--------------------------------

4. Subrecipient Contact Person, Phone: Jo Gilchrest (509)-348-2028	5. Skamania County Contact Person, Phone: Jason Fritz, 911 Coordinator (509)-427-9490
--	---

6. Funding Authority:
Washington State Military Department (Department), and the National Highway Traffic Safety Administration (NHTSA)

7. FAIN#: 69N37619300000911WA0	8. Program Index # 783CP	9. Catalog of Federal Domestic Asst. (CFDA) # and Title: 20.615 – 911 Grant Program
--	------------------------------------	--


10. DESCRIPTION/JUSTIFICATION OF AMENDMENT:
This amendment is being made to change budget amounts, percentage of participation and performance period as approved by NHTSA. Changes are noted in strikethrough and grey highlight.

11. AMENDMENT TERMS AND CONDITIONS:

- Change** the Contract Agreement Amount from \$91,657.94 to \$162,763.24, an increase of \$71,105.30 as described on page 2 of this Amendment.
- Change** the total federal share of the Agreement from 60% to 100% and decrease the match amount from 40% to 0%, as described on Page 2 of this Amendment.
- Replace** the Revised Budget, Attachment C, with the attached Revision 1 Budget, Attachment C, as described on Page 2 of this Amendment.

This Amendment is incorporated in and made a part of the Contract Agreement. Except as amended herein, all other terms and conditions of the Contract Agreement remain in full force and effect. Any reference in the original Contract Agreement or an Amendment to the "Contract Agreement" shall mean "Contract Agreement as amended". The Department and Sub-Recipient acknowledge and accept the terms of this Amendment as identified above, effective on the final date of execution below. By signing this Amendment, the signatories warrant they have the authority to execute this Amendment.

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

<p>For Skamania County Sheriff's Office:</p> <p>DUNS # <u>017330861</u></p> <p> <u>3/8/2022</u></p> <p>Signature _____ Date _____</p> <p>Dave Brown, Sheriff</p>	<p>For Subrecipient:</p> <p>DUNS # _____</p> <p>Signature _____ Date _____</p> <p>Print Name _____</p> <p>Title _____</p>
--	--

**Skamania County Sheriff's Office
Subrecipient Contract
Amendment 1**

1. **Change the Contract Amount from \$91,657.94 to \$162,763.24, an increase of \$71,105.30.**
 - a. Agreement Face Sheet, Box 2 - ~~\$91,657.94~~, \$162,763.24.
 - b. Replace Original Budget, ~~Attachment C~~; with Revised Budget - Revision 1, Attachment C.
2. **Change the Period of Performance End Date from January 31st, 2022 to March 31st, 2022.**
 - a. Agreement Face Sheet, Box 6 - ~~January 31st, 2022~~ March 31st, 2022.
 - b. Exhibit "B", Milestone Timeline - ~~January 31st, 2022~~ March 31st, 2022.
"The performance period for this Agreement is August 9, 2019 to ~~January 31, 2022~~ March 31st, 2022. All contract work must end on ~~January 31st, 2022~~ March 31st, 2022..."

Date	Activity
August 9, 2019	Start of grant performance period
January 31, 2022 March 31 st , 2022	Final invoice due to the Skamania County Sheriff's Office

3. **Decrease the Total Match Amount from 40% to 0%.**
 - a. Page 3, Section 5 Compensation.
 ... "The SUBRECIPIENT commits to providing the required local match. The 911 Grant Program requires cost sharing, also known as a matching fund requirement. The Federal share of the cost of any activity carried out under the 911 Grant Program may not exceed ~~60~~100 percent of the eligible cost of carrying out grant activities.

ATTACHMENT C

REVISION 1 PROJECT BUDGET

Agency	HW – Hardware	SW – Software	TR – Training	CS – Consulting Services	Total
LINCOLN COUNTY SHERIFF'S OFFICE	\$89,519.78	\$73,243.46	\$0.00	\$0.00	\$162,763.24

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>	Skamania County Sheriff 
	Department _____ Signature _____
<u>AGENDA DATE</u>	_____
<u>SUBJECT</u>	Skagit 911 Sub-Recipient Contract Amendment
<u>ACTION REQUESTED</u>	<u>Authorize contract</u>

SUMMARY/BACKGROUND

Amends the original contract to increase the passthrough funding to \$245,574.02 and decrease the match to \$0.00. Also extend the performance period end date to March 31st, 2022.

FISCAL IMPACT

\$245,574.02

RECOMMENDATION

Authorize contract

LIST ATTACHMENTS

Face Sheet
Contract x 2

**SKAMANIA COUNTY SHERIFFS OFFICE
SUBRECIPIENT CONTRACT
AMENDMENT**

1. Subrecipient Name and Address: Skagit 911 Emergency Communications 12911 E College Way, Suite A MT Vernon, WA 98273 98840		2.. Contract Number:	3. Amendment Number: #1
4. Subrecipient Contact Person, Phone: Helen Rasmussen (360)-428-3200		5. Skamania County Contact Person, Phone: Jason Fritz, 911 Coordinator (509)-427-9490	
6. Funding Authority: Washington State Military Department (Department), and the National Highway Traffic Safety Administration (NHTSA)			
7. FAIN#: 69N3761930000911WA0	8. Program Index # 783CP	9. Catalog of Federal Domestic Asst. (CFDA) # and Title: 20.615 – 911 Grant Program	

10. DESCRIPTION/JUSTIFICATION OF AMENDMENT:
This amendment is being made to change budget amounts, percentage of participation and performance period as approved by NHTSA. Changes are noted in strikethrough and grey highlight.

11. AMENDMENT TERMS AND CONDITIONS:
1. **Change** the Contract Agreement Amount from \$147,344.41 to \$245,574.02, an increase of \$98,229.61 as described on page 2 of this Amendment.
 2. **Change** the Period of Performance End Date from January 31st, 2022 to March 31st, 2022 as described on Page 2 of this Amendment.
 3. **Change** the total federal share of the Agreement from 60% to 100%, and decrease the match amount from 40% to 0%, as described on page 2 of this Amendment.
 4. **Replace** the Revised Budget, Attachment C, with the attached Revision 1 Budget, Attachment C, as described on Page 2 of this Amendment.

This Amendment is incorporated in and made a part of the Contract Agreement. Except as amended herein, all other terms and conditions of the Contract Agreement remain in full force and effect. Any reference in the original Contract Agreement or an Amendment to the "Contract Agreement" shall mean "Contract Agreement as amended". The Department and Sub-Recipient acknowledge and accept the terms of this Amendment as identified above, effective on the final date of execution below. By signing this Amendment, the signatories warrant they have the authority to execute this Amendment.

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

For Skamania County Sheriff's Office:

DUNS # 017330861

 3/8/22
Signature Date

Dave Brown, Sheriff

For Subrecipient:

DUNS # _____

Signature Date

Print Name

Title

**Skamania County Sheriff's Office
Subrecipient Contract
Amendment 1**

1. **Change the Contract Amount from \$147,344.41 to \$245,574.02, an increase of \$98,229.61.**
 - a. Agreement Face Sheet, Box 2 - ~~\$147,344.41~~, \$245,574.02.
 - b. Replace Original Budget, ~~Attachment C~~; with Revised Budget - Revision 1, Attachment C.
2. **Change the Period of Performance End Date from January 31st, 2022 to March 31st, 2022.**
 - a. Agreement Face Sheet, Box 6 – ~~January 31st, 2022~~ March 31st, 2022.
 - b. Exhibit "B", Milestone Timeline - ~~January 31st, 2022~~ March 31st, 2022.
"The performance period for this Agreement is August 9, 2019 to ~~January 31, 2022~~ March 31st, 2022. All contract work must end on ~~January 31st, 2022~~ March 31st, 2022..."

Date	Activity
August 9, 2019	Start of grant performance period
January 31, 2022 March 31 st , 2022	Final invoice due to the Skamania County Sheriff's Office

3. **Decrease the Total Match Amount from 40% to 0%.**
 - a. Page 3, Section 5 Compensation.

... "The SUBRECIPIENT commits to providing the required local match. The 911 Grant Program requires cost sharing, also known as a matching fund requirement. The Federal share of the cost of any activity carried out under the 911 Grant Program may not exceed ~~60~~**100** percent of the eligible cost of carrying out grant activities.

ATTACHMENT C

REVISION 1 PROJECT BUDGET

Agency	HW – Hardware	SW – Software	TR – Training	CS – Consulting Services	Total
SKAGIT 911	\$146,116.54	\$99,457.48	\$0.00	\$0.00	\$245,574.02

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>	Skamania County Sheriff 
<u>AGENDA DATE</u>	Department _____ Signature _____
<u>SUBJECT</u>	Okanogan County Sub-Recipient Contract Amendment
<u>ACTION REQUESTED</u>	Authorize contract _____

SUMMARY/BACKGROUND

Increases the funding amount of the original contract to \$94,914.96 and decreases the match amount to \$0.00. Also extends the performance end period to March 31st, 2022.

FISCAL IMPACT

\$94,914.96


RECOMMENDATION

Authorize contract

LIST ATTACHMENTS

Face Sheet
Contract x 2

**SKAMANIA COUNTY SHERIFFS OFFICE
SUBRECIPIENT CONTRACT
AMENDMENT**

1. Subrecipient Name and Address: Okanogan County Sheriff's Office 123 5th Avenue N #200 Okanogan, WA 98840	2.. Contract Number:	3. Amendment Number: <p align="center">#1</p>
4. Subrecipient Contact Person, Phone: Mike Worden(509)-422-7200	5. Skamania County Contact Person, Phone: Jason Fritz, 911 Coordinator (509)-427-9490	
6. Funding Authority: Washington State Military Department (Department), and the National Highway Traffic Safety Administration (NHTSA)		
7. FAIN#: 69N37619300000911WA0	8. Program Index # <p align="center">783CP</p>	9. Catalog of Federal Domestic Asst. (CFDA) # and Title: <p align="center">20.615 – 911 Grant Program</p>
10. DESCRIPTION/JUSTIFICATION OF AMENDMENT: This amendment is being made to change budget amounts, percentage of participation and performance period as approved by NHTSA. Changes are noted in strikethrough and grey highlight.		
11. AMENDMENT TERMS AND CONDITIONS: <ol style="list-style-type: none"> 1. Change the Contract Agreement Amount from \$56,948.98 to \$94,914.96, an increase of \$37,965.98 as described on page 2 of this Amendment. 2. Change the Period of Performance End Date from January 31st, 2022 to March 31st, 2022 as described on Page 2 of this Amendment. 3. Change the total federal share of the Agreement from 60% to 100%, and decrease the match amount from 40% to 0%, as described on page 2 of this Amendment. 4. Replace the Revised Budget, Attachment C, with the attached Revision 1 Budget, Attachment C, as described on Page 2 of this Amendment. 		
This Amendment is incorporated in and made a part of the Contract Agreement. Except as amended herein, all other terms and conditions of the Contract Agreement remain in full force and effect. Any reference in the original Contract Agreement or an Amendment to the "Contract Agreement" shall mean "Contract Agreement as amended". The Department and Sub-Recipient acknowledge and accept the terms of this Amendment as identified above, effective on the final date of execution below. By signing this Amendment, the signatories warrant they have the authority to execute this Amendment.		
WHEREAS, the parties hereto have executed this Agreement on the day and year last specified below.		
For Skamania County Sheriff's Office: DUNS # <u>017330861</u>	For Subrecipient: DUNS # _____	
 _____ Signature	<u>3/8/22</u> _____ Date	_____ Signature
Dave Brown, Sheriff	_____ Print Name	
		_____ Title

**Skamania County Sheriff's Office
Subrecipient Contract
Amendment 1**

1. **Change the Contract Amount from \$56,948.98 to \$94,914.96, an increase of \$37,965.98.**
 - a. Agreement Face Sheet, Box 2 - ~~\$56,948.98~~, \$94,914.96.00.
 - b. Replace Original Budget, **Attachment C**; with Revised Budget - Revision 1, Attachment C.
2. **Change the Period of Performance End Date from January 31st, 2022 to March 31st, 2022.**
 - a. Agreement Face Sheet, Box 6 - ~~January 31st, 2022~~ March 31st, 2022.
 - b. Exhibit "B", Milestone Timeline - ~~January 31st, 2022~~ March 31st, 2022.
"The performance period for this Agreement is August 9, 2019 to ~~January 31, 2022~~ March 31st, 2022. All contract work must end on ~~January 31st, 2022~~ March 31st, 2022..."

Date	Activity
August 9, 2019	Start of grant performance period
January 31, 2022 March 31 st , 2022	Final invoice due to the Skamania County Sheriff's Office

3. **Decrease the Total Match Amount from 40% to 0%.**
 - a. Page 3, Section 5 Compensation.

... "The SUBRECIPIENT commits to providing the required local match. The 911 Grant Program requires cost sharing, also known as a matching fund requirement. The Federal share of the cost of any activity carried out under the 911 Grant Program may not exceed ~~60~~100 percent of the eligible cost of carrying out grant activities.

ATTACHMENT C

REVISION 1 PROJECT BUDGET

Agency	HW – Hardware	SW – Software	TR – Training	CS – Consulting Services	Total
OKANOGAN COUNTY SHERIFF'S OFFICE	\$58,847.28	\$36,067.68	\$0.00	\$0.00	\$94,914.96

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 _____

COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS

1. Contract Number:

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

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

4. Brief description of purpose of the contract and County's contracted duties: _____
Amends the funding amount in the original contract to \$136,198.73 and decreases the match amount to \$0.00.

5. Term of Contract: From: 08/19/2019 To: 03/31/22

6. Contract Award Process: (Check appropriate box)

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

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

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

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

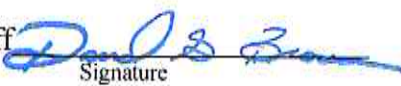
7. Budget Committed in Current Year: \$136,198.73
Amount Not Budgeted in Current Year: \$ Source:
Total Non-County Funds Committed: \$136,198.73 Source: WA State Mil Dept
Total County Funds Committed: \$0.00 (non cash match)
TOTAL FUNDS COMMITTED: \$136,198.73

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

9. Department Approval: 
Department Head or Elected Official Signature

10. Special Comments: _____

COMMISSIONER'S AGENDA ITEM COMMENTARY

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

SUMMARY/BACKGROUND

Increase the funding amount of original contract to \$136,198.73 and decrease the match amount to \$0.00.

FISCAL IMPACT

\$136,198.73


RECOMMENDATION

Authorize contract

LIST ATTACHMENTS

Face Sheet
Contract x 2

**SKAMANIA COUNTY SHERIFFS OFFICE
SUBRECIPIENT CONTRACT
AMENDMENT**

1. Subrecipient Name and Address: San Juan County Sheriff's Office 96 Second St N Friday Harbor, WA 98250	2.. Contract Number:	3. Amendment Number: <p align="center">#1</p>
4. Subrecipient Contact Person, Phone: Kim Ott (360)-370-7622	5. Skamania County Contact Person, Phone: Jason Fritz, 911 Coordinator (509)-427-9490	
6. Funding Authority: Washington State Military Department (Department), and the National Highway Traffic Safety Administration (NHTSA)		
7. FAIN#: 69N37619300000911WA0	8. Program Index # 783CP	9. Catalog of Federal Domestic Asst. (CFDA) # and Title: 20.615 – 911 Grant Program
10. DESCRIPTION/JUSTIFICATION OF AMENDMENT: This amendment is being made to change budget amounts, percentage of participation and performance period as approved by NHTSA. Changes are noted in strikethrough and grey highlight.		
11. AMENDMENT TERMS AND CONDITIONS: <ol style="list-style-type: none"> 1. Change the Contract Agreement Amount from \$81,719.24 to \$136,198.73, an increase of \$54,479.49 as described on page 2 of this Amendment. 2. Change the total federal share of the Agreement from 60% to 100% and decrease the total match required from 40% to 0% as described on Page 2 of this Amendment. 3. Replace the Revised Budget, Attachment C, with the attached Revision 1 Budget, Attachment C, as described on Page 2 of this Amendment. 		
This Amendment is incorporated in and made a part of the Contract Agreement. Except as amended herein, all other terms and conditions of the Contract Agreement remain in full force and effect. Any reference in the original Contract Agreement or an Amendment to the "Contract Agreement" shall mean "Contract Agreement as amended". The Department and Sub-Recipient acknowledge and accept the terms of this Amendment as identified above, effective on the final date of execution below. By signing this Amendment, the signatories warrant they have the authority to execute this Amendment.		
WHEREAS, the parties hereto have executed this Agreement on the day and year last specified below.		
For Skamania County Sheriff's Office: DUNS # <u>017330861</u>	For Subrecipient: DUNS # _____	
 _____ Signature	<u>3/8/22</u> _____ Date	_____ Signature
Dave Brown, Sheriff	_____ Print Name	
		_____ Title

**Skamania County Sheriff's Office
Subrecipient Contract
Amendment 1**

1. **Change the Contract Amount from \$81,719.24 to \$136,198.73, an increase of \$54,479.49.**
 - a. Agreement Face Sheet, Box 2 - ~~\$81,719.24~~, \$136,198.73.
 - b. Replace Original Budget, ~~Attachment C~~; with Revised Budget - Revision 1, Attachment C.
2. **Change the Period of Performance End Date from January 31st, 2022 to March 31st, 2022.**
 - a. Agreement Face Sheet, Box 6 - ~~January 31st, 2022~~ March 31st, 2022.
 - b. Exhibit "B", Milestone Timeline - ~~January 31st, 2022~~ March 31st, 2022.
"The performance period for this Agreement is August 9, 2019 to ~~January 31, 2022~~ March 31st, 2022. All contract work must end on ~~January 31st, 2022~~ March 31st, 2022..."

Date	Activity
August 9, 2019	Start of grant performance period
January 31, 2022 March 31 st , 2022	Final invoice due to the Skamania County Sheriff's Office

3. **Decrease the Total Match Amount from 40% to 0%.**
 - a. Page 3, Section 5 Compensation.
 ... "The SUBRECIPIENT commits to providing the required local match. The 911 Grant Program requires cost sharing, also known as a matching fund requirement. The Federal share of the cost of any activity carried out under the 911 Grant Program may not exceed ~~60~~ **100** percent of the eligible cost of carrying out grant activities.

ATTACHMENT C

REVISION 1 PROJECT BUDGET

Agency	HW – Hardware	SW – Software	TR – Training	CS – Consulting Services	Total
SAN JUAN COUNTY SHERIFF'S OFFICE	\$94,658.12	\$41,540.61	\$0.00	\$0.00	\$136,198.73

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

SUBMITTED BY	<i>Human Resources</i>	<u><i>Debi Van Camp</i></u>
	Department	Signature
AGENDA DATE	<i>March 15, 2022</i>	
SUBJECT	<i>Revised Job Description for Clerk's Civil Court Clerk I</i>	
ACTION REQUESTED	<i>Approve revised Clerk's Civil Court Clerk I Job Description</i>	

SUMMARY/BACKGROUND

The County Clerk is revising the job descriptions in her office to better fit the duties of each position. There have been several changes to what the position is requiring.

FISCAL IMPACT

None

RECOMMENDATION

Approve revised Clerk's Civil Court Clerk I job description.

LIST ATTACHMENTS

Clerk's Civil Court Clerk I job description

MOTION

The Skamania County Board of Commissioners hereby approves the Clerk's revised Civil Court Clerk Job description.

**SKAMANIA COUNTY
BOARD OF COMMISSIONERS**

Chairman

Date:

Commissioner

ATTEST:

Commissioner

Clerk of the Board

Commissioner ____
Commissioner ____
Commissioner ____

SKAMANIA COUNTY JOB DESCRIPTION

**TITLE: DEPUTY CLERK CIVIL
COURT CLERK I**

**FLSA STATUS: Non-Exempt
Approved: 10/97
Appealed: 1/20/99
Reclassified: 1/23/06
Revised: 1/10, 3/22
Range: 17**

SUMMARY

This position is responsible for performing a variety of complex and specialized support for Superior Court records, case flow management and data entry of the court's judgments, orders, and decrees. This position uses sound judgement, conforms to adopted policies and procedures, solves problems, and archives results consistent with stated goals and objectives. This position will be responsible for direct assistance with litigants, judicial partners and other county personnel and outside agencies. The type of cases that are filed in the Clerk's office are felony, criminal, civil, domestic/family law, probate, guardianship, adoption/paternity, civil involuntary commitments, juvenile offender and juvenile dependency.

ESSENTIAL FUNCTIONS

Provides specialized support for the Clerk's Office, as a civil deputy clerk and to the Court in the form of courtroom clerk.

Provides essential information and assistance to litigants and other agency personnel through working knowledge and understanding of the laws, legal terminology, case processes specific to the Clerk's Office and superior Court operations.

Receipts all statutory fees fine assessments and processes legal submission by mail, e-mailing or in-person.

Must proficient in the use of multiple technology systems, in addition to standard office software.

Attends and manages court sessions involving domestic/family and civil action pending before the court.

Prepares court calendar for court and bar and enters all court dockets in preparation of pending court sessions.

Receives and processes all legal pleadings presented in a Superior Court cause of action. Processes legal pleadings involving record classification, assignment of case number computerized docketing and manual or electronic filing of hard copy records.

Maintains, retains and archives records in accordance with statutory time constraints and archival standards.

Files all legal pleadings that require service or notification to various agencies, departments, litigants involved with active proceedings.

Communicates with adjoining counties transferring case files or requesting assistance in filing with the Clerk

As the court's agent, the clerk collects statutory fees, fines, trust support funds, maintains a trust account for monies received, advises the clerk of court ordered disbursements of monies, bail return of trust funds for criminal, civil or to the Washington State Child Support Registry.

Directs the resolution of inquiries and problems. Responds to incoming calls, answers questions pertaining to individual cases or citations. Responds to the most sensitive or difficult inquiries, gives general information. Screens documents in accordance with established protocols and procedure.

Provides customer service, in person, by phone or by electronic means, to a wide variety of individuals, who maybe professionals or public. Tact and discretion are required when dealing with difficult personalities, awkward situations or when confidential records are in question.

Consults and collaborates with senior staff on required actions based on court order or other quasi-judicial duties and processes necessary.

Reviews, prepares and coordinates complex calendars for criminal, civil, domestic, probate, guardianship, dependency juvenile offender, adoption paternity, and mental illness cases before the court, whether represented by counsel or pro se.

Opens and maintains judgment records and processes judgment execution as prescribed by law, including writs and orders of sale. Files satisfactions of judgments for criminal and accepts satisfactions filed by the judgment creditor in civil cases.

Creates accounts receivable, utilizing current accounting technology and standards developed by State Auditor's Office and Administrative Office of the Courts.

Performs a significant amount of data entry and tracking from various sources requiring accuracy, consistency, good judgment, and attention to detail. Updates and maintains computer files including Statewide data bases, audit reports, image files and other programs with current data. Reviews records management procedures, makes recommendations, and implements improvements. Requires access to DIAS systems or DOL reporting requirements.

Identifies, and prepares for return or destruction of exhibits, unopened depositions, court reporter notes, or other court record media, in accordance with State Archives' records management guidelines, statutes and court rules. Prepares and sends required notices to parties. Prepares and presents orders for the court's signature and returns or destroys items as directed by the court.

Identifies, prepares, and sends clerk's notice of dismissal/closure, and presents corresponding orders to the court for signature. Develops process in accordance with case management guidelines, statues and court rules.

Receipts fines, restitution, and fees, utilizing current accounting systems and standards developed by the State Auditor's Office and Administrative Office of the Courts.

Distributes Court orders to outside agencies, by mail or fax or electronic means pursuant to statutes and court rules or court order. Assists in transmitting documentation to local criminal justice agencies and prosecutor's office.

Assists the public with the filing of various court orders. Schedules hearing dates and provides notification to the appropriate law enforcement agency for entry to system as directed by court order.

Responds to case file document requests and certifications, electronically, in person or by mail.

Opens, distributes and processes mail.

As an agent of the federal government, reviews and executes passport applications.

COURTROOM CLERK

Opens court for Judicial officer and provides direct assistance to the Superior Court Judge while serving as courtroom clerk. Attends all hearings, administers oaths and receives the verdict of a jury in any action or proceeding in the presence and under the direction of the court. Includes swearing in jury, witnesses, and polling of the jury.

Promotes public confidence in the courtroom by serving as courtroom clerk for all civil case types and juvenile dependency cases, and backup clerk for criminal and juvenile offender cases. Accurately writes and preserves minutes of courtroom proceedings, synopsising counsel's oral motions, arguments, rebuttals and the courts oral rulings in all judicial proceedings utilizing current courtroom technology to produce minutes and maintain the record.

Technical operation of Superior Court recording equipment related to the efficient operation of the court's calendar. Performs with independent judgement and limited supervision.

Marks exhibits for trail containing blood borne pathogens, drugs, firearms, or dangerous weapons. Manages hazardous materials, drug residue emissions and weapon security. Maintains custody and control of all trial exhibits, labels, logs, and secures all exhibits until released for disposal in accordance with statutes and records retention schedules of the State of Washington.

PERIPHERAL FUNCTIONS

On behalf of the Superior Court manages the jury, assists with response, scheduling and jury check-in during trial. Assists in operation of the Superior Courts courtroom recording system. Receipts payments for facilitator appointments, sale of pre-made packets containing state standard forms prepared by superior court administration, CD's and files trial setting notices and other orders of the Superior Court.

Serves as backup for Chief Deputy Clerk, and Criminal Deputy for all hearings and trails. Attends court hearings during active court sessions and non-court weeks and at the request of Superior

Court over the lunch hour.

Crossed trained to perform or assist in performing any and all of the duties and responsibilities of other divisions within the department.

Scans and docket historic records for permanent preservation.

Prepares the courtroom for trials and hearings.

Assists in jurors' response and jurors sign in for trial.

Serves as custodian of digital record of proceedings. Operates the Superior Courts equipment purchased, maintained by the Superior Court. And at the request of the court Administrator or Court assist in operation and troubleshooting of courtroom system I aid of Superior Court vendor scheduled maintenance, upgrade or use of polycom, video hearing and technology used for remote hearings.

Assists in the collection of legal financial obligations.

Performs other duties as assigned.

Alternates with the offices on the third floor to collect and deliver mail from the post office to allow the filing of Superior Court documents submitted by parties to meet required deadlines. Responds to inquiries for other departments with hours of operation or directs them for services during normal business hours.

KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of customer service skills, particularly when dealing with difficult customers.

Knowledge of the legal system and courtroom proceedings.

Knowledge of legal documents and legal terminology.

Knowledge of records and document management systems.

Skill in producing accurate and detailed work and data entry with constant interruptions.

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 interpret intent of and process complex judgments, orders, verdicts, bench warrants, decrees, foreclosures, and other documents as they are received for processing.

Ability to work with the public in a consistent, courteous and competent manner.

Ability to maintain a professional demeanor and appearance under stressful circumstances.

Ability to operate technical office equipment, including numerous computer systems and to implement new systems as required.

Ability to exercise independent judgment to achieve the most effective performance of all job assignments.

Ability to observe strict confidentiality.

Ability to communicate clearly and concisely, orally and in writing.

Ability to maintain an effective and professional working relationship with a wide range of individuals and/or agencies.

LICENSES/CERTIFICATES

Must be 18 years of age or older and evidence of U.S. Citizenship must be verified.

Successfully complete within three months a U.S. Department of state official individual training transcript or training certification and renew annually.

Passport Application Acceptance Agent Course Certification by the U.S. Department of State.

Successfully pass within three months, the comprehensive mandatory Passport Application Acceptance Agent certification to administer execution of applications and to maintain recertification by continuing education on an annual basis.

Successfully pass a background check and/or screening by WSP to access the WATCH CJ for fingerprint search or name/date of birth searches and history record data compliance reporting.

EDUCATION AND EXPERIENCE

Three years of office experience with public service and/or records management knowledge. Experience in the legal field is preferred but not required or an equivalent combination of education and experience which provides the knowledge, skills, and abilities to perform the essential functions of the position.

WORKING CONDITIONS

Work is performed approximately 70% in an office environment and 30% in the courtroom. Work may be performed in volatile environments. Stress associated with competing priorities and strict timelines is a job element which must be successfully managed. Sitting very still for extended periods of time may be required with extensive computer usage.

Evening work is required during active criminal and civil jury trials.

Ability to hear disturbing or shocking testimony by victims or witnesses in criminal trials or personal, sensitive, or emotional statements by parties involved in the court system and maintain a professional composure while attending and recording case events.

Travel to training is required.

Confidentiality agreement is required.

PHYSICAL REQUIREMENTS

The duties of the above position require sitting, walking, stooping, bending, reaching, twisting, climbing stepladders and the ability to lift up to 35 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, 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 any other protected status under federal or state statute.

SKAMANIA COUNTY JOB DESCRIPTION

**TITLE: DEPUTY CLERK CIVIL
COURT CLERK I**

**FLSA STATUS: Non-Exempt
Approved: 10/97
Appealed: 1/20/99
Reclassified: 1/23/06
Revised: 1/10, 3/22
Range: 4617**

SUMMARY

Provides specialized support for the Clerk's Office, as a civil deputy clerk, public service expert and records management specialist; and to the Court in the form of courtroom clerk. Provides essential information. This position is responsible for performing a variety of complex and specialized support for Superior Court records, case flow management and data entry of the court's judgments, orders, and decrees, or direction concerning Clerk's Office services and Superior Court operations. Must be familiar with numerous case types and causes of action, in addition to the complex processes associated with each and with the courtroom, records management, and judgment execution. Must also be comfortable with using multiple technology systems, in addition to standard office software. This position uses sound judgement, conforms to adopted policies and procedures, solves problems, and archives results consistent with stated goals and objectives.

This position will be responsible for direct assistance with litigants, judicial partners and other county personnel and outside agencies. The type of cases that are filed in the Clerk's office are felony, criminal, civil, domestic/family law, probate, guardianship, adoption/paternity, civil involuntary commitments, juvenile offender and juvenile dependency.

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ESSENTIAL FUNCTIONS

Provides specialized support for the Clerk's Office, as a civil deputy clerk, and to the Court in the form of courtroom clerk

Provides essential information and assistance to litigants and other agency personnel through working knowledge and understanding of the laws, legal terminology, case processes specific to the Clerk's Office and superior Court operations.

Receipts all statutory fees fine assessments and processes legal submission by mail, e-mailing or in-person.

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Must proficient in the use of multiple technology systems, in addition to standard office software.

Attends and manages court sessions involving domestic/family and civil action pending before the court.

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Prepares court calendar for court and bar and enters all court dockets in preparation of pending court sessions.

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Receives and processes all legal pleadings presented in a Superior Court cause of action. Processes

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**SKAMANIA COUNTY
JOB DESCRIPTION**

TITLE: DEPUTY CLERK CRIMINAL COURT CLERK II **FLSA STATUS:** Non-Exempt
Approved: 1-98
Reclassified: 12/00, 1/06,
Revised: 1/08, 1/10
Range: 1718

SUMMARY:

Under the direction of the County Clerk and serving as courtroom clerk, this position is responsible for performing a variety of complex and specialized support or Superior Court records, case flow management and data entry of the court's judgments, orders, and decrees. A thorough understanding of department functions and policies is required. Serves as liaison between litigants and judicial officers, court administration, criminal justice partners, legal community, pro se litigants, state agencies, law enforcement, elected officials, department heads.

Contact for Clerk's contracted vendors to maintain technology updates, communicate problems, and implement evolving infrastructure enhancements. Works with the Administrative office of the Courts on education, forms release and SC-CMS enhancements. Submits eService tickets to resolve technical issues for statewide case management system.

Assist in the Management of the Jury System, preparing the panel for litigants and judicial officers at time of trial. Jury sign in and billing the Superior Court and Court of lower Jurisdiction for jury services.

Accurately responds to request for bail return. Assisting with Child Support Grant. Develops queries of databases to meet reporting requirements of different agencies and to monitor office functions. Assists in training of new employees due to office size and unavailability of other clerks serving in the courtroom.

Provides specialized support for the Clerk's Office in the form of criminal-deputy-clerk, public service expert and collections officer, and to the Court in the form of courtroom clerk. Provides essential information or direction concerning Clerk's Office services and Superior Court operations. Must be familiar with numerous case types and causes of action, in addition to complex processes associated with each and with the courtroom, records management, and judgment execution. Must also be comfortable with using multiple technology systems, in addition to standard office software.

Commented [DV1]: Not necessary to describe which court

Commented [DV2]: This needs to be moved to essential function not in summary

Commented [DV3]: Not necessary to specify this is a contact person in a job description. That is a task assigned in office.

Commented [DV4]: Move to essential functions this is not part of summary of duties it is actual functions of the job.

Commented [DV5]: Move to essential functions same as above and change ±preparing -to - prepares -change to ±Supervises or Monitors =jury sign in and add ±prepares -billings for jury service. Delete ±the Superior Court and Court of Lower Jurisdiction for

Commented [DV6]: Move to essential functions

ESSENTIAL FUNCTIONS:

Receives and processes all legal documents presented in a Superior Court cause of action. The processing of court documents involves record classification, assignment of case number, computerized docketing and manual or electronic filing of hard copy records. Responsible for seeing that the records are maintained, retained and purged in accordance with statutory time constraints and required archival standards. The types of cases that are filed in the Clerk's office are felony criminal, civil, domestic/family law, probates,

guardianship, adoption/paternity, civil involuntary commitments, juvenile offender and Juvenile dependency.

As the court's agent, the clerk collects statutory fees, fines, trust support funds; maintains a trust account for monies received, advises the clerk of court ordered disbursement of monies, bail return or trust funds for criminal, civil or to the Washington State Child Support Registry.

Directs the resolution of inquiries and problems. Responds to incoming calls; answers questions pertaining to individual cases or citations. Responds to the most sensitive or difficult inquiries, gives general information. Screens documents in accordance with established protocols and procedure.

Provides customer service, in person, by phone or by electronic means, to a wide variety of individuals, who may be professionals or public. Tact and discretion are required when dealing with difficult personalities, awkward situations or when confidential records are in question.

Maintains permanent record, utilizing current document management technology, of each document filed in the Clerk's Office. ~~And uploads to the Digital Archives for record preservation.~~

~~Manages Clerk's collection program including developing and implementing process, making personal contacts with defendants, reviewing financial statements, setting payment schedules, identifying defendants to refer to Prosecutor for show cause action and providing supporting documentation for court proceedings. Works closely with Prosecutor, Department of Corrections and Juvenile Department. Supervises and trains Collections Assistant. Includes use of various state and county computer systems, maintaining the confidentiality standards of each agency.~~

Responds to victim/public inquiries regarding collections.

Identifies cases where Clerk/County is judgment creditor and sends collection notices.

~~Promotes public confidence in the courtroom by serving as courtroom clerk for criminal and juvenile offender motions and trials, and backup Clerk for all other case types. Accurately writes and preserves minutes of courtroom proceedings synthesizing counsel's oral motions, arguments, rebuttals and court's oral rulings in all judicial proceedings; utilizing current courtroom technology to produce minutes and maintain the record.~~

~~Labels, logs, and secures all exhibits until released for disposal in accordance with statutes and records retention schedules of the State of Washington.~~

~~Prepares for court proceedings by reviewing files and ascertaining the issue to be argued or heard by the trier of facts, whether by jury or bench. Retrieves and prepares files for court.~~

Commented [DV7]: Delete ±The processing of court documents involves ±instead ±Classifies records, assigns numbers. Maintains computerized docketing and manual or electronic. Move remainder of paragraph to Summary and don't repeat through out document

Commented [DV8]: Remove ±As the court's agent, the clerk ±change ±advises the clerk of court ordered EKK±to monitor. Advising the clerk is a task assigned by the Clerk not a job description duty.

~~Opens and maintains judgment record processes judgment execution as prescribed by law, including writs and orders of sale.~~

~~Creates and maintains accounts receivable, utilizing current accounting technology and standards developed by State Auditor's Office and Administrative Office of the Courts.~~

~~Enters information regarding Superior Court filings into statewide databases using current technology systems.~~

Reviews, prepares and coordinates complex calendars for criminal, civil, domestic, probate, guardianship, adoption, paternity, dependency, juvenile offender and mental illness cases before the court, whether represented by counsel or pro se.

Opens and maintains judgment record processes judgment execution as prescribed by law, including writs and orders of sale. File's satisfactions of judgments for criminal and accepts satisfactions filed by the judgment creditor in civil cases.

Creates and maintains accounts receivable, utilizing current accounting technology and standards developed by State Auditor's Office and Administrative Office of the Courts.

Performs a significant amount of data entry and tracking from various sources requiring accuracy, consistency, good judgment, and attention to detail. Updates and maintains computer files including Statewide data bases, audit reports, image files and other programs with current data. Reviews records management procedures, makes recommendations, and implements improvements.

Commented [DV9]: Change ±Performs -to ±Performs

Accurate entry of court rulings and sanctions on statewide drivers' license records, including time-sensitive issuance and clearance of warrants.

Commented [DV10]: Change to Accurately enters

Distributes court orders to outside state agencies, which may include Division of Child Support, Washington State Patrol, FBI, department of corrections, local and state correctional facilities copies of documents by mail, fax or electronic means, to county and state agencies pursuant to statutes and court rules or court order.

Commented [DV11]: Delete ±which ay include Division of Child Support, Washington State Patrol, FBI, department of corrections, local and state correctional facilities. Where you send documents does not need to be in job description Add in first sentence state and local agencies

Assists the public with the filing of anti-harassment, sexual assault and dv protection orders. Scheduling hearing dates and providing notification to law enforcement for service as directed by court order.

Commented [DV12]: Delete ±of anti-harassment, sexual assault and dv protection orders -add ±documents K--Change ±Scheduling -to Schedules and change ±providing -to ±provides K-Change ±law enforcement to --Don t describe who you provide document to for service.

Accurate entry of court rulings and sanctions on statewide drivers' license records, including time-sensitive issuance and clearance of warrants.

As an agent of the federal government, reviews and executes passport applications.

Commented [DV13]: Delete duplicated above

COURTROOM CLERK

Opens court for judicial officer and responsible for direct assistance to the Superior Court Judge while serving as courtroom clerk. Attend all hearings, administers oaths and receives the verdict of a jury in any action or proceeding in the presence and under the direct of the court. Duties may include swearing in jury, witnesses and polling of the jury.

Commented [DV14]: Delete ±for judicial officer and responsible for direct -change ±assistance - to ±Assists -delete ±to the Superior Court == Change ±Attend -to ±Attends -delete ±in any action or proceeding in the presence and under the direct of the court. Delete ±Duties may include wearing in jury, witnesses and polling of the jury ==This is administers oath as already outline

Promotes public confidence in the courtroom by serving as courtroom clerk for criminal and juvenile offender motions and trials, and backup Clerk for all other case types. Accurately writes and preserves minutes of courtroom proceedings synthesizing counsel's oral motions, arguments, rebuttals and court's oral rulings in all judicial proceedings, utilizing current courtroom technology to produce minutes and maintain the record.

Commented [DV15]: Delete ±Promotes public confidence in the courtroom by ==this is not a function it is a description. Change ±serving = to Serves

Technical operation of Superior Court recording equipment related to the efficient operation of the court's calendar. Requires the ability to perform with independent judgment and limited supervision.

Commented [DV16]: Add ±Provides -technicalEKK

Marks exhibits for trial containing blood borne pathogens, drugs, firearms, or dangerous weapons. Exhibits must be packaged and marked as hazardous materials, safety in avoiding residue emissions to participants and jury.

Commented [DV17]: Move to Knowledge Skills and Abilities under abilities section. Delete ±Requires the

PERIPHERAL FUNCTIONS:

Serves as backup for Chief Deputy Clerk, and Civil Deputy for all hearings and trials. Must be ready to attend court hearings unexpectedly during active court sessions and non-court weeks working around the schedule of the Court of lower jurisdiction and at the request of Superior Court Administration including hearings scheduled over the lunch hour.

Commented [DV18]: Change to read ±Marks exhibits for trial using current safety protical practices and procedures.

Serves as custodian of digital record of proceedings. Operates the Superior Courts equipment purchased, maintained by the Superior Court, And at the request of the court Administrator or Court assist in operation and troubleshooting of courtroom system in aid of Superior Court vendor scheduled maintenance, upgrade or use of polycom, video hearing and technology used for remote hearings.

Commented [DV19]: Delete ±Must be ready to = change to Attends -delete unexpectedly -delete ±and non-court weeks ==delete ±of lower jurisdiction and at the request of Superior Court Administration including hearings scheduled over the lunch hour ==Move working during lunch hour and late days to working conditions.

On behalf of Superior Court manages the jury, assists with response, scheduling and jury check-in during trial. Assist in operating of the Superior Courts courtroom recording system. Receipts payments for facilitator appointments, purchase of pre-made packets containing state standard forms prepared by superior court administration, CD's and files trial setting notices and other orders of the Superior Court.

Commented [DV20]: Delete ±the Superior -delete ±purchased I=maintained by the Superior Court K

Crossed trained to perform or assist in performing any and all of the duties and responsibilities of other divisions within the department. Retrieves and returns files to vault, on a daily basis or as needed for office personnel, professionals and public.

Commented [DV21]: Delete ±On behalf of Superior Court ==Manages the jury is the same as assists with response, scheduling and jury check-in during trial. To definitive. Delete ±of -and ±Superior Courts K==Delete ±for facilitator appointments, purchase of =add ±orders -delete ±containing =add ±of -state standard forms delete ±prepared by superior court administration = delete ±of the Superior Court

Scans and docket historic records for permanent preservations.

Receipt fines, restitution and statutory fees, and assist in the closing of the days accounting and nightly deposit to the bank observing the need for separation of duties, utilizing current accounting systems and standards developed by the State Auditor's Office and Administrative Office of the Courts.

Commented [DV22]: Change ±assist -to ±assists - delete ±in the closing of the days -add ±daily = accounting. To descriptive unnecessarily

Opens, distributes and processes mail.

Prepares courtroom for trials and hearings.

Assists with juror responses and in juror sign-in for trial.

Commented [DV23]: Change to read ±Assists with juror functions. No need to specify and possibly limit duties.

Prepares abstracts of compensation for billing to the Superior Court and CLJ court of compensation for jurors and provides a record of presence of witnesses to the prosecutor for accurate compensation jurors and witnesses.

Commented [DV24]: Change to ±Prepares billings and attendance to appropriate departments for jurors and witnesses compensation

Assists with collection of legal financial obligations.
Serves as custodian of the digital record.

Performs other duties as assigned.

On Fridays alternates with the offices on the third floor and sheriff's office to collect and deliver mail to maintain access to justice and allow the filing of Superior Court documents submitted by parties to meet required deadlines. Responds for offices closed on Friday in person or by phone with hours of operation or directs them for services during normal business hours.

Commented [DV25]: This does not need to be articulated in a job description it is something you assign. Change to state ±collects and delivers mail to appropriate departments.

KNOWLEDGE, SKILLS AND ABILITIES:

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.

Commented [DV26]: Move down under Abilities.

Knowledge of customer service skills, particularly when dealing with difficult customers.

Commented [DV27]: Leave in as the Knowledge of customer service ±communication -delete ±skills

Knowledge of records and document management systems.

Knowledge of financial collections.

Knowledge of the legal system and courtroom proceedings.

Ability to work with criminal defendants and juvenile offenders in a firm, yet professional manner.

Ability to operate technical office equipment, including numerous computer systems, and to implement new systems as required.

Ability to interpret intent of and process complex judgments, orders, verdicts, bench warrants, decrees, foreclosures and other documents as they are received for processing.

Ability to maintain professional demeanor and appearance under stressful circumstances.

Ability to work with the public in a consistent, courteous and competent manner.

Ability to exercise independent judgment to achieve the most effective performance of all job assignments.

Ability to observe strict confidentiality.

~~Ability to communicate clearly and concisely, orally and in writing.~~

Commented [DV28]: I would leave this in

Skill in producing accurate and detailed work and data entry with constant interruptions.

Commented [DV29]: Move up under Skills

~~Ability to maintain an effective and professional working relationship with a wide range of individuals and/or agencies.~~

Commented [DV30]: I would leave this in

Knowledge of legal documents and terminology.

Commented [DV31]: Mover up under Knowledges

LICENSES/CERTIFICATES

Must be 18 years of age or older and evidence of U.S. citizenship must be verified.

~~Successfully complete a U.S. Department of state official individual training transcript or training certifications.~~

Commented [DV32]: By when 6 months a year is it an annual training/certification?

~~Passport Application Acceptance Agent Course as developed and administered by the U.S. Department of State's Office.~~

Commented [DV33]: Delete as developed and administered by the U.S. Department of State's Office ==Is this a certification?

~~The ability to pass the comprehensive mandatory Passport Application Acceptance Agent certification to administer execution of applications and to maintain recertification by continuing education on an annual basis.~~

Commented [DV34]: This appears to be the same as previous statement and should be moved to the Ability section above. Add annual certification to the above paragraph.

~~Observing strict confidential, security of personal identifying information and monitoring of traceable mailing and delivery. Submit to onsite inspections and provide proof of certification to the US. Department of State upon demand.~~

Commented [DV35]: Move under essential functions and change wording to observes, identity monitors submits provides

~~The ability to successfully pass background check and/or screening is required.~~

Commented [DV36]: Move to Ability section above or change to Successfully pass background check and/or screening. Delete is required add within 6 months one year etc. Is it annual?

Washington State Patrol access to WATCH CJ for fingerprint search or name/date of birth searches and history record data compliance reporting.

Access to DIAS systems or DOL reporting requirements.

Commented [DV37]: Is this ability to access? If so move to ability section above. If this is a certification state that and how long to obtain and is it annual?

Commented [DV38]: Is this ability to access? If so move to ability section above. If this is a certification state that and how long to obtain and is it annual?

EDUCATION AND EXPERIENCE:

Three years of experience in a legal field with additional experience in collections, public service and/or records management, or an equivalent combination of education and experience which provides the knowledge, skills and abilities to perform the essential functions of the position.

Commented [DV39]: Do you want to remove reference to legal field required and replace with office setting and at the end state legal field is preferred?

WORKING CONDITIONS:

Work ~~will be~~ performed approximately 70% in an office environment and 30% in courtroom. Work may be performed in volatile environments. Stress associated with competing priorities and ~~rigid schedules~~strict timelines is a must be considered an element of the job element, which must be successfully managed.

Sitting very still for extended periods of time ~~is~~may be required with extensive computer usage.

Evening work is required during active criminal and civil jury trials.

Commented [DV40]: Add work may require work through normal lunch hours.

Ability to hear disturbing, or shocking testimony by victims or witnesses in criminal trials or personal, sensitive, or emotional statements by parties involved in the court system and maintain a professional composure while attending and recording case events.

Formatted: Font: Not Bold

Travel to training with the Administrative office of the Courts in Olympia, Washington or other designated counties may be required.

Commented [DV41]: This should be in the ability section.

Formatted: Font: Not Bold

A confidentiality agreement is required.

Commented [DV42]: This should be moved to essential functions and should remove any reference to where the training is so as not to limit.

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PHYSICAL REQUIREMENTS:

The duties of the above position require sitting, walking, stooping, bending, reaching, twisting, climbing step-ladders and the ability to lift up to 35 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, 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 any other protected status under federal or state statute.

COMMISSIONER'S AGENDA ITEM

SUBMITTED BY	<i>Human Resources</i> Department	<i>Debi Van Camp</i> Signature
AGENDA DATE	<i>March 15, 2022</i>	
SUBJECT	<i>Revised Job Description for Clerk's Civil Court Clerk II</i>	
ACTION REQUESTED	<i>Approve revised Clerk's Civil Court Clerk II Job Description</i>	

SUMMARY/BACKGROUND

The County Clerk is revising the job descriptions in her office to better fit the duties of each position. There have been several changes to what the position is requiring.

FISCAL IMPACT

None

RECOMMENDATION

Approve revised Clerk's Civil Court Clerk II job description.

LIST ATTACHMENTS

Clerk's Civil Court Clerk II job description

MOTION

The Skamania County Board of Commissioners hereby approves the Clerk's revised Civil Court Clerk II Job description.

**SKAMANIA COUNTY
BOARD OF COMMISSIONERS**

Chairman

Date:

Commissioner

ATTEST:

Commissioner

Clerk of the Board

Commissioner ____
Commissioner ____
Commissioner ____

**SKAMANIA COUNTY
JOB DESCRIPTION**

TITLE:	DEPUTY CLERK CRIMINAL COURT CLERK II	FLSA STATUS: Non-Exempt Approved: 1-98 Reclassified: 12/00, 1/06, Revised: 1/08, 1/10, 3/22 Range: 18
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SUMMARY:

Under the direction of the County Clerk and serving as courtroom clerk, this position is responsible for performing a variety of complex and specialized support of Court records, case flow management and data entry of the court's judgments, orders, and decrees. A thorough understanding of department functions and policies is required. The types of cases that are filed in the Clerk's office are felony criminal, civil, domestic/family law, probates, guardianship, adoption/paternity, civil involuntary commitments, juvenile offender and Juvenile dependency.

ESSENTIAL FUNCTIONS:

Serves as liaison between litigants and judicial officers, court administration, criminal justice partners, legal community, pro se litigants, state agencies, law enforcement, elected officials, department heads.

Maintain technology updates, communicate problems, and implement evolving infrastructure enhancements. Works with the Administrative office of the Courts on education, forms release and SC-CMS enhancements. Submits Service tickets to resolve technical issues for statewide case management system.

Assist in the Management of the Jury System, prepares the panel for litigants and judicial officers at time of trial. Monitors jury sign in and billing for jury services.

Accurately responds to request for bail return. Assists with Child Support Grant. Develops queries of databases to meet reporting requirements of different agencies and to monitor office functions. Assists in training of new employees due to office size and unavailability of other clerks serving in the courtroom.

Receives and processes all legal documents presented in a Superior Court cause of action. Classifies records, assigns case numbers, computerizes dockets and manuals or electronic filings of hard copy records. Responsible for maintenance of records, retains and purges in accordance with statutory time constraints and required archival standards.

Collects statutory fees, fines, trust support funds; maintains a trust account for monies received, monitors the clerk of court ordered disbursement of monies, bail return or trust funds for criminal, civil or to the Washington State Child Support Registry.

Directs the resolution of inquiries and problems. Responds to incoming calls; answers questions pertaining to individual cases or citations. Responds to the most sensitive or difficult inquiries, gives general information. Screens documents in accordance with established protocols and procedure.

Provides customer service, in person, by phone or by electronic means, to a wide variety of individuals, who may be professionals or public. Tact and discretion are required when dealing with difficult personalities, awkward situations or when confidential records are in question.

Maintains permanent record, utilizing current document management technology, of each document filed in the Clerk's Office And uploads to the Digital Archives for record preservation.

Identifies cases where Clerk/County is judgment creditor and sends collection notices.

Reviews, prepares and coordinates complex calendars for criminal, civil, domestic, probate, guardianship, adoption, paternity, dependency, juvenile offender and mental illness cases before the court, whether represented by counsel or pro se.

Opens and maintains judgment record processes judgment execution as prescribed by law, including writs and orders of sale. File's satisfactions of judgments for criminal and accepts satisfactions filed by the judgment creditor in civil cases.

Creates and maintains accounts receivable, utilizing current accounting technology and standards developed by State Auditor's Office and Administrative Office of the Courts.

Performs a significant amount of data entry and tracking from various sources requiring accuracy, consistency, good judgment, and attention to detail. Updates and maintains computer files including Statewide data bases, audit reports, image files and other programs with current data. Reviews records management procedures, makes recommendations, and implements improvements.

Accurately enters court rulings and sanctions on statewide drivers' license records, including time-sensitive issuance and clearance of warrants.

Distributes court orders to outside state agencies by mail, fax or electronic means, pursuant to statutes and court rules or court order.

Assists the public with the filing of various court documents. Schedules hearing dates and provides notification for service as directed by court order.

Accurately enters court rulings and sanctions on statewide drivers' license records, including time-sensitive issuance and clearance of warrants.

As an agent of the federal government, reviews and executes passport applications.

COURTROOM CLERK

Opens court room and provides direct assistance to the Superior Court Judge while serving as courtroom clerk. Attends all hearings, administers oaths and receives the verdict of a jury in any action or proceeding in the presence and under the direction of the court.

Serves as courtroom clerk for criminal and juvenile offender motions and trials, and backup Clerk for all other case types. Accurately writes and preserves minutes of courtroom proceedings synthesizing counsel's oral motions, arguments, rebuttals and court's oral rulings in all judicial proceedings, utilizing current courtroom technology to produce minutes and maintain the record.

Provides technical operation of Superior Court recording equipment. Requires the ability to perform with independent judgment and limited supervision.

Marks exhibits for trial using current safety protocol practices and procedures.

PERIPHERAL FUNCTIONS:

Serves as backup for Chief Deputy Clerk, and Civil Deputy for all hearings and trials Attend court hearings unexpectedly during active court sessions working around the schedule of the Court.

Serves as custodian of digital record of proceedings. Operates and maintains the Courts equipment Operates and troubleshoots courtroom system schedules maintenance, upgrade or use of polycom, video hearing and technology equipment.

Manages the jury, assists with response, scheduling and jury check-in during trial. Assists in operating the courtroom recording system. Receipts payments for facilitator appointments, purchase of pre-made packets, CD's and files notices and orders of the Court.

Crossed trained to perform or assist in performing any and all of the duties and responsibilities of other divisions within the department.

Scans and docket historic records for permanent preservations.

Receipt fines, restitution and statutory fees, and assists in the closing of the daily accounting and nightly deposit to the bank, utilizes current accounting systems and standards developed by the State Auditor's Office and Administrative Office of the Courts.

Observes strict confidential, security of personal identifying information and monitors traceable mailing and delivery. Submits to onsite inspections and provides proof of certification to the US. Department of State upon demand.

Opens, distributes and processes mail.

Prepares courtroom for trials and hearings.

Assists with juror responses and functions.

Prepares billings of compensation for and attendance of jurors for accurate compensation.

Assists with collection of legal financial obligations.

Performs other duties as assigned.

Collects and delivers mail to appropriate departments.

KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of customer service communication.

Knowledge of records and document management systems.

Knowledge of financial collections.

Knowledge of the legal system and courtroom proceedings.

Knowledge of legal documents and terminology.

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 work with criminal defendants and juvenile offenders in a firm, yet professional manner.

Ability to operate technical office equipment, including numerous computer systems, and to implement new systems as required.

Ability to interpret intent of and process complex judgments, orders, verdicts, bench warrants, decrees, foreclosures and other documents as they are received for processing.

Ability to maintain professional demeanor and appearance under stressful circumstances.

Ability to work with the public in a consistent, courteous and competent manner.

Ability to exercise independent judgment to achieve the most effective performance of all job assignments.

Ability to observe strict confidentiality.

Ability to hear disturbing, or shocking testimony by victims or witnesses in criminal trials or personal, sensitive, or emotional statements by parties involved in the court system and maintain a professional composure while attending and recording case events.

Ability to produce accurate and detailed work and data entry with constant interruptions.

LICENSES/CERTIFICATES

Must be 18 years of age or older and evidence of U.S. citizenship must be verified.

Successfully complete a U.S. Department of state official individual training transcript or training certifications.

Complete Passport Application Acceptance Agent Course.

Obtain certification and maintain recertification of comprehensive mandatory Passport Application Acceptance Agent annually.

Successfully pass background check and/or screening is required.

Obtain Washington State Patrol access to WATCH CJ for fingerprint search or name/date of birth searches and history record data compliance reporting.

Obtain access to DIAS systems or DOL reporting requirements.

EDUCATION AND EXPERIENCE:

Three years of experience in a legal field with additional experience in collections, public service and/or records management, or an equivalent combination of education and experience which provides the knowledge, skills and abilities to perform the essential functions of the position.

WORKING CONDITIONS:

Work is performed approximately 70% in an office environment and 30% in courtroom. Work may be performed in volatile environments. Stress associated with competing priorities and strict timelines is a job element, which must be successfully managed..

Sitting very still for extended periods of time may be required with extensive computer usage.

Work may require evenings and through lunch hour during active criminal and civil jury trials.

Work may require travel to trainings out of County.

A confidentiality agreement is required.

PHYSICAL REQUIREMENTS:

The duties of the above position require sitting, walking, stooping, bending, reaching, twisting, climbing stepladders and the ability to lift up to 35 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, 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 any other protected status under federal or state statute.

SKAMANIA COUNTY
JOB DESCRIPTION

TITLE: DEPUTY CLERK CRIMINAL COURT CLERK II **FLSA STATUS:** Non-Exempt
Approved: 1-98
Reclassified: 12/00, 1/06,
Revised: 1/08, 1/10
Range: 4718

SUMMARY:

Under the direction of the County Clerk and serving as courtroom clerk, this position is responsible for performing a variety of complex and specialized support or Superior Court records, case flow management and data entry of the court's judgments, orders, and decrees. A thorough understanding of department functions and policies is required. Serves as liaison between litigants and judicial officers, court administration, criminal justice partners, legal community, pro se litigants, state agencies, law enforcement, elected officials, department heads.

Contact for Clerk's contracted vendors to maintain technology updates, communicate problems, and implement evolving infrastructure enhancements. Works with the Administrative office of the Courts on education, forms release and SC-CMS enhancements. Submits eService tickets to resolve technical issues for statewide case management system.

Assist in the Management of the Jury System, preparing the panel for litigants and judicial officers at time of trial. Jury sign in and billing the Superior Court and Court of lower Jurisdiction for jury services.

Accurately responds to request for bail return. Assisting with Child Support Grant. Develops queries of databases to meet reporting requirements of different agencies and to monitor office functions. Assists in training of new employees due to office size and unavailability of other clerks serving in the courtroom.

Provides specialized support for the Clerk's Office in the form of criminal deputy clerk, public service expert and collections officer, and to the Court in the form of courtroom clerk. Provides essential information or direction concerning Clerk's Office services and Superior Court operations. Must be familiar with numerous case types and causes of action, in addition to complex processes associated with each and with the courtroom, records management, and judgment execution. Must also be comfortable with using multiple technology systems, in addition to standard office software.

ESSENTIAL FUNCTIONS:

Receives and processes all legal documents presented in a Superior Court cause of action. The processing of court documents involves record classification, assignment of case number, computerized docketing and manual or electronic filing of hard copy records. Responsible for seeing that the records are maintained, retained and purged in accordance with statutory time constraints and required archival standards. The types of cases that are filed in the Clerk's office are felony criminal, civil, domestic/family law, probates,

Commented [DV1]: Not necessary to describe which court

Commented [DV2]: This needs to be moved to essential function not in summary

Commented [DV3]: Not necessary to specify this is a contact person in a job description. That is a task assigned in office.

Commented [DV4]: Move to essential functions this is not part of summary of duties it is actual functions of the job.

Commented [DV5]: Move to essential functions same as above and change ±preparing =to = prepares -change to ±Supervises or Monitors -jury sign in and add ±prepares =billings for jury service. Delete ±the Superior Court and Court of Lower Jurisdiction for

Commented [DV6]: Move to essential functions

guardianship, adoption/paternity, civil involuntary commitments, juvenile offender and Juvenile dependency.

As the court's agent, the clerk collects statutory fees, fines, trust support funds; maintains a trust account for monies received, advises the clerk of court ordered disbursement of monies, bail return or trust funds for criminal, civil or to the Washington State Child Support Registry.

Directs the resolution of inquiries and problems. Responds to incoming calls; answers questions pertaining to individual cases or citations. Responds to the most sensitive or difficult inquiries, gives general information. Screens documents in accordance with established protocols and procedure.

Provides customer service, in person, by phone or by electronic means, to a wide variety of individuals, who may be professionals or public. Tact and discretion are required when dealing with difficult personalities, awkward situations or when confidential records are in question.

Maintains permanent record, utilizing current document management technology, of each document filed in the Clerk's Office. And uploads to the Digital Archives for record preservation.

~~Manages Clerk's collection program including developing and implementing process; making personal contacts with defendants; reviewing financial statements; setting payment schedules; identifying defendants to refer to Prosecutor for show cause action and providing supporting documentation for court proceedings. Works closely with Prosecutor, Department of Corrections and Juvenile Department. Supervises and trains Collections Assistant. Includes use of various state and county computer systems; maintaining the confidentiality standards of each agency.~~

Responds to victim/public inquiries regarding collections.

Identifies cases where Clerk/County is judgment creditor and sends collection notices.

~~Promotes public confidence in the courtroom by serving as courtroom clerk for criminal and juvenile offender motions and trials, and backup Clerk for all other case types. Accurately writes and preserves minutes of courtroom proceedings synthesizing counsel's oral motions, arguments, rebuttals and court's oral rulings in all judicial proceedings; utilizing current courtroom technology to produce minutes and maintain the record.~~

~~Labels, logs, and secures all exhibits until released for disposal in accordance with statutes and records retention schedules of the State of Washington.~~

~~Prepares for court proceedings by reviewing files and ascertaining the issue to be argued or heard by the trier of facts, whether by jury or bench. Retrieves and prepares files for court.~~

Commented [DV7]: Delete "The processing of court documents involves" instead "Classifies records, assigns numbers. Maintains computerized docketing and manual or electronic" Move remainder of paragraph to Summary and don't repeat through out document

Commented [DV8]: Remove "As the court's agent, the clerk" change "advises the clerk of court ordered" to "monitors". Advising the clerk is a task assigned by the Clerk not a job description duty.

~~Opens and maintains judgment record processes judgment execution as prescribed by law, including writs and orders of sale.~~

~~Creates and maintains accounts receivable, utilizing current accounting technology and standards developed by State Auditor's Office and Administrative Office of the Courts.~~

~~Enters information regarding Superior Court filings into statewide databases using current technology systems.~~

Reviews, prepares and coordinates complex calendars for criminal, civil, domestic, probate, guardianship, adoption, paternity, dependency, juvenile offender and mental illness cases before the court, whether represented by counsel or pro se.

Opens and maintains judgment record processes judgment execution as prescribed by law, including writs and orders of sale. File's satisfactions of judgments for criminal and accepts satisfactions filed by the judgment creditor in civil cases.

Creates and maintains accounts receivable, utilizing current accounting technology and standards developed by State Auditor's Office and Administrative Office of the Courts.

Performs a significant amount of data entry and tracking from various sources requiring accuracy, consistency, good judgment, and attention to detail. Updates and maintains computer files including Statewide data bases, audit reports, image files and other programs with current data. Reviews records management procedures, makes recommendations, and implements improvements.

Commented [DV9]: Change ±Performs -to ±Performs

Accurate entry of court rulings and sanctions on statewide drivers' license records, including time-sensitive issuance and clearance of warrants.

Commented [DV10]: Change to Accurately enters

Distributes court orders to outside state agencies, which may include Division of Child Support, Washington State Patrol, FBI, department of corrections, local and state correctional facilities copies of documents by mail, fax or electronic means, to county and state agencies pursuant to statutes and court rules or court order.

Commented [DV11]: Delete ±which ay include Division of Child Support, Washington State Patrol, FBI, department of corrections, local and state correctional facilities. Where you send documents does not need to be in job description Add in first sentence state ±and local -agencies

Assists the public with the filing of anti-harassment, sexual assault and dv protection orders. Scheduling hearing dates and providing notification to law enforcement for service as directed by court order.

Commented [DV12]: Delete ±of anti-harassment, sexual assault and dv protection orders -add ±documents K==Change ±Scheduling =to Schedules and change ±providing -to ±provides K-Change ±law enforcement to ==Don t describe who you provide document to for service.

Accurate entry of court rulings and sanctions on statewide drivers' license records, including time-sensitive issuance and clearance of warrants.

As an agent of the federal government, reviews and executes passport applications.

Commented [DV13]: Delete duplicated above

COURTROOM CLERK

Opens court for judicial officer and responsible for direct assistance to the Superior Court Judge while serving as courtroom clerk. Attend all hearings, administers oaths and receives the verdict of a jury in any action or proceeding in the presence and under the direct of the court. Duties may include swearing in jury, witnesses and polling of the jury.

Commented [DV14]: Delete ±for judicial officer and responsible for direct =change ±assistance = to ±Assists =delete ±to the Superior Court == Change ±Attend -to ±Attends =delete ±in any action or proceeding in the presence and under the direct of the court. Delete ±Duties may include wearing in jury, witnesses and polling of the jury ==This is administers oath as already outline

Promotes public confidence in the courtroom by serving as courtroom clerk for criminal and juvenile offender motions and trials, and backup Clerk for all other case types. Accurately writes and preserves minutes of courtroom proceedings synopsising counsel's oral motions, arguments, rebuttals and court's oral rulings in all judicial proceedings, utilizing current courtroom technology to produce minutes and maintain the record.

Commented [DV15]: Delete ±Promotes public confidence in the courtroom by ==this is not a function it is a description. Change ±serving = to Serves

Technical operation of Superior Court recording equipment related to the efficient operation of the court's calendar. Requires the ability to perform with independent judgment and limited supervision.

Commented [DV16]: Add ±Provides =technicalEKK

Marks exhibits for trial containing blood borne pathogens, drugs, firearms, or dangerous weapons. Exhibits must be packaged and marked as hazardous materials, safety in avoiding residue emissions to participants and jury.

Commented [DV17]: Move to Knowledge Skills and Abilities under abilities section. Delete ±Requires the

PERIPHERAL FUNCTIONS:

Serves as backup for Chief Deputy Clerk, and Civil Deputy for all hearings and trials. Must be ready to attend court hearings unexpectedly during active court sessions and non-court weeks working around the schedule of the Court of lower jurisdiction and at the request of Superior Court Administration including hearings scheduled over the lunch hour.

Commented [DV18]: Change to read ±Marks exhibits for trial using current safety protical practices and procedures.

Serves as custodian of digital record of proceedings. Operates the Superior Courts equipment purchased, maintained by the Superior Court, And at the request of the court Administrator or Court assist in operation and troubleshooting of courtroom system in aid of Superior Court vendor scheduled maintenance, upgrade or use of polycom, video hearing and technology used for remote hearings.

Commented [DV19]: Delete ±Must be ready to = change to Attends =delete unexpectedly =delete ±and non-court weeks ==delete ±of lower jurisdiction and at the request of Superior Court Administration including hearings scheduled over the lunch hour ==Move working during lunch hour and late days to working conditions.

On behalf of Superior Court manages the jury, assists with response, scheduling and jury check-in during trial. Assist in operating of the Superior Courts courtroom recording system. Receipts payments for facilitator appointments, purchase of pre-made packets containing state standard forms prepared by superior court administration, CD's and files trial setting notices and other orders of the Superior Court.

Commented [DV20]: Delete ±the Superior =delete ±purchased I=maintained by the Superior Court K

Crossed trained to perform or assist in performing any and all of the duties and responsibilities of other divisions within the department. Retrieves and returns files to vault, on a daily basis or as needed for office personnel, professionals and public.

Commented [DV21]: Delete ±On behalf of Superior Court = Manages the jury is the same as assists with response, scheduling and jury check-in during trial. To definitive, Delete ±of =and ±Superior Courts K==Delete ±for facilitator appointments, purchase of =add ±orders =delete ±containing =add ±of =state standard forms delete ±prepared by superior court administration = delete ±of the Superior Court

Scans and docket historic records for permanent preservations.

Receipt fines, restitution and statutory fees, and assist in the closing of the days accounting and nightly deposit to the bank observing the need for separation of duties, utilizing current accounting systems and standards developed by the State Auditor's Office and Administrative Office of the Courts.

Commented [DV22]: Change ±assist -to ±assists - delete ±in the closing of the days -add ±daily - accounting. To descriptive unnecessarily

Opens, distributes and processes mail.

Prepares courtroom for trials and hearings.

Assists with juror responses and in juror sign-in for trial.

Commented [DV23]: Change to read ±Assists with juror functions. No need to specify and possibly limit duties.

Prepares abstracts of compensation for billing to the Superior Court and CLJ court of compensation for jurors and provides a record of presence of witnesses to the prosecutor for accurate compensation jurors and witnesses.

Commented [DV24]: Change to ±Prepares billings and attendance to appropriate departments for jurors and witnesses compensation

Assists with collection of legal financial obligations.
Serves as custodian of the digital record.

Performs other duties as assigned.

On Fridays alternates with the offices on the third floor and sheriff's office to collect and deliver mail to maintain access to justice and allow the filing of Superior Court documents submitted by parties to meet required deadlines. Responds for offices closed on Friday in person or by phone with hours of operation or directs them for services during normal business hours.

Commented [DV25]: This does not need to be articulated in a job description it is something you assign. Change to state ±collects and delivers mail to appropriate departments.

KNOWLEDGE, SKILLS AND ABILITIES:

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.

Commented [DV26]: Move down under Abilities.

Knowledge of customer service skills, particularly when dealing with difficult customers.

Commented [DV27]: Leave in as the Knowledge of customer service ±communication -delete ±skills

Knowledge of records and document management systems.

Knowledge of financial collections.

Knowledge of the legal system and courtroom proceedings.

Ability to work with criminal defendants and juvenile offenders in a firm, yet professional manner.

Ability to operate technical office equipment, including numerous computer systems, and to implement new systems as required.

Ability to interpret intent of and process complex judgments, orders, verdicts, bench warrants, decrees, foreclosures and other documents as they are received for processing.

Ability to maintain professional demeanor and appearance under stressful circumstances.

Ability to work with the public in a consistent, courteous and competent manner.

Ability to exercise independent judgment to achieve the most effective performance of all job assignments.

Ability to observe strict confidentiality.

~~Ability to communicate clearly and concisely, orally and in writing.~~

Commented [DV28]: I would leave this in

~~Skill in producing accurate and detailed work and data entry with constant interruptions.~~

Commented [DV29]: Move up under Skills

~~Ability to maintain an effective and professional working relationship with a wide range of individuals and/or agencies.~~

Commented [DV30]: I would leave this in

~~Knowledge of legal documents and terminology.~~

Commented [DV31]: Mover up under Knowledges

LICENSES/CERTIFICATES

~~Must be 18 years of age or older and evidence of U.S. citizenship must be verified.~~

~~Successfully complete a U.S. Department of state official individual training transcript or training certifications.~~

Commented [DV32]: By when 6 months a year is it an annual training/certification?

~~Passport Application Acceptance Agent Course as developed and administered by the U.S. Department of State's Office.~~

Commented [DV33]: Delete as developed and administered by the U.S. Department of State's Office --Is this a certification?

~~The ability to pass the comprehensive mandatory Passport Application Acceptance Agent certification to administer execution of applications and to maintain recertification by continuing education on an annual basis.~~

Commented [DV34]: This appears to be the same as previous statement and should be moved to the Ability section above. Add annual certification to the above paragraph.

~~Observing strict confidential, security of personal identifying information and monitoring of traceable mailing and delivery. Submit to onsite inspections and provide proof of certification to the US. Department of State upon demand.~~

Commented [DV35]: Move under essential functions and change wording to observes, identity monitors submits provides

~~The ability to successfully pass background check and/or screening is required.~~

Commented [DV36]: Move to Ability section above or change to Successfully pass background check and/or screening. Delete is required add within 6 months one year etc. Is it annual?

Washington State Patrol access to WATCH CJ for fingerprint search or name/date of birth searches and history record data compliance reporting.

Access to DIAS systems or DOL reporting requirements.

Commented [DV37]: Is this ability to access? If so move to ability section above. If this is a certification state that and how long to obtain and is it annual?

Commented [DV38]: Is this ability to access? If so move to ability section above. If this is a certification state that and how long to obtain and is it annual?

EDUCATION AND EXPERIENCE:

Three years of experience in a legal field with additional experience in collections, public service and/or records management, or an equivalent combination of education and experience which provides the knowledge, skills and abilities to perform the essential functions of the position.

Commented [DV39]: Do you want to remove reference to legal field required and replace with office setting and at the end state legal field is preferred?

WORKING CONDITIONS:

Work ~~will be~~ performed approximately 70% in an office environment and 30% in courtroom. Work may be performed in volatile environments. Stress associated with competing priorities and ~~rigid schedules~~ strict timelines is a must-be-considered-an-element-of-the-job element, which must be successfully managed.

Sitting very still for extended periods of time ~~is~~ may be required with extensive computer usage.

Evening work is required during active criminal and civil jury trials.

Commented [DV40]: Add work may require work through normal lunch hours.

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Ability to hear disturbing, or shocking testimony by victims or witnesses in criminal trials or personal, sensitive, or emotional statements by parties involved in the court system and maintain a professional composure while attending and recording case events.

Commented [DV41]: This should be in the ability section.

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Travel to training with the Administrative office of the Courts in Olympia, Washington or other designated counties may be required.

Commented [DV42]: This should be moved to essential functions and should remove any reference to where the training is so as not to limit.

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A confidentiality agreement is required.

PHYSICAL REQUIREMENTS:

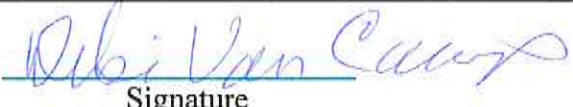
The duties of the above position require sitting, walking, stooping, bending, reaching, twisting, climbing step-ladders and the ability to lift up to 35 pounds. Requires finger dexterity, sense of touch, gripping with fingers and hands; ability to see, hear voice conversation, and to speak.

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, 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 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 15, 2022</i>	
SUBJECT	<i>Revised Job Description for Clerk's Chief Deputy Clerk</i>	
ACTION REQUESTED	<i>Approve revised Clerk's Chief Deputy Clerk Job Description</i>	

SUMMARY/BACKGROUND

The County Clerk is revising the job descriptions in her office to better fit the duties of each position. There have been several changes to what the position is requiring.

FISCAL IMPACT

None

RECOMMENDATION

Approve revised Clerk's Chief Deputy Clerk job description.

LIST ATTACHMENTS

Clerk's Chief Deputy Clerk job description

MOTION

The Skamania County Board of Commissioners hereby approves the Clerk's revised Chief Deputy Clerk Job description.

**SKAMANIA COUNTY
BOARD OF COMMISSIONERS**

Chairman

Date:

Commissioner

ATTEST:

Commissioner

Clerk of the Board

Commissioner ____
Commissioner ____
Commissioner ____

SKAMANIA COUNTY

JOB DESCRIPTION

TITLE: CHIEF DEPUTY CLERK

FLSA STATUS: Non-Exempt

Approved: 10/97

Reclass: 1/99, 1/06;

Revised: 1/08; 1/10; 7/11; 3/22

Range: 23

SUMMARY

Under the direction of the Clerk this position is responsible for support staff, administrative, fiscal and management level oversight and special project tasks. An understanding of the departmental functions and procedures is required. Individual initiative and independent judgment carrying out training, supervision, courtroom procedures, financial responsibilities including payroll, vouchering, in case management, Clerk Collections program and Clerk's trust account is necessary. Clerk's Office is responsible for felony criminal, civil, domestic/family law, probate, guardianship, adoption/paternity, civil involuntary commitments, juvenile offender, and juvenile dependency cases.

Has full responsibility of the office in County Clerk's absence, including signature authority and other duties normally reserved, by statutory authority, for the County Clerk.

ESSENTIAL FUNCTIONS

Assists with Child Support Grant, budgeting, documenting, and tracking expenditures monthly to assure compliance with budgets. Serves as Passport Program Manager submitting annual certification and compliance requirements with the U.S. Department of State.

Serves as liaison between litigant and judicial officers, court administration and criminal justice partners, legal community, pro se litigants. State agencies, law enforcement, elected officials, department heads, and employees. Researches and implements legislative mandates affecting business practices. Plans and organizes cash flow management.

Processes appeals to the Court of Appeals div. II or Supreme courts electronic portal meeting mandatory timelines. Invoices payment with the Office of Public Defense for reimbursement of costs. Assists in the Management of the Jury. This position requires a confidentiality agreement.

Receives and processes all legal pleadings presented in a Superior Court cause of action involving record classification, assigns case numbers, computerized docketing and manual or electronic filing of hard copy records. Maintains, retains and purges records in accordance with statutory time constraints and required archival standards.

Assigns, monitors, and reviews the work of staff, assuring strict compliance with standards of confidentiality, ever-changing legislative decisions and court rules. Coordinates office procedures with other judicial departments county departments and state agencies to ensure efficient and accurate maintenance of permanent county records, court records and processes related to the efficient operation of the Clerk's Office and Superior Court.

Assists in interviewing and hiring new employees in the Clerk's Office.

Trains in an extremely difficult environment due to the volume of detail, variety and constant interruptions associated with the work.

Directs the resolution of inquiries and problems. Responds to incoming calls, answers questions pertaining to individual cases or citations. Responds to the most sensitive or difficult inquiries, gives general information. Screens documents in accordance with established protocols and procedures.

Monitors current legislation regarding Clerk's duties and responsibilities. Recommends and/or implements changes as required.

Maintains the Clerk's trust account, daily reporting and balancing of funds using current receipting and accounting computer systems. Alternates the daily closing of the days accounting and nightly deposit to the bank observing the separation of duties. Accurately responds to request for bail return and other appropriate distribution of Clerk's trust funds as ordered by the Court.

Coordinates policies and procedures for permanent record preservation and public access, utilizing current technology, and following standards established by Washington State Archives and the Supreme Court. Works with Information Technology and vendors to develop and maintain systems to ensure compliance with court rules regarding quality, integrity, access and confidentiality of electronic records. Implements recommended upgrades to systems as required.

Provides customer service, in person, by phone or by electronic means, to a wide variety of individuals, who may be professionals or public. Tact and discretion are required when dealing with difficult personalities, awkward situations, or when confidential records are in question.

Serves as records expert on access to court records, adheres to restrictions by Federal law, State law, court rule, court order or case law.

Manages the Superior Court jury, verifies qualifications, confirms, defers or excuses from service. Assists in operation of Superior Courts courtroom recording system. Receipts payments for facilitator appointments, purchases pre-made packets containing state standard forms prepared by superior court administration, CD's and accepts for filing trial setting notices and other orders of the Superior Court.

COURTROOM CLERK

Serves as backup for Lead Criminal Deputy, and Civil Deputy for all hearings and trials. Opens court for Judicial officer. Provides direct assistance to the Superior Court Judge while serving as courtroom clerk. Attends all hearings, administers oaths and receives the verdict of a jury in any action or proceeding in the presence and under the direction of the court. Duties may include Swears in jury, witnesses, and polls jury.

Promotes public confidence in the courtroom by serving as courtroom clerk for criminal and juvenile offender motions and trials, and backup Clerk for all other case types. Accurately writes

and preserves minutes of courtroom proceedings synthesizing counsel's oral motions, arguments, rebuttals and court's oral rulings in all judicial proceedings, utilizing current courtroom technology to produce minutes and maintain the record.

Marks exhibits for trail containing blood borne pathogens, drugs, firearms, or dangerous weapons. Maintains custody and control of all trial exhibits, labels, logs, and secures all exhibits until released for disposal in accordance with statutes and records retention schedules of the State of Washington.

Prepares and Reviews files, ascertains issues to be argued or heard by the court. Retrieves and prepares files for court.

Reviews, prepares and coordinates complex calendars for criminal, civil, domestic, probate, guardianship, adoption, paternity, mental illness, juvenile offender, and juvenile dependency cases before the court.

Enters information regarding Superior Court filings into a statewide database using current technology. Works closely with Office of Administrator for the Courts to update and maintain system. Submits eService ticket for assistance to resolve technical problems.

Distributes court orders to outside local and state agencies, by mail, fax or electronic means pursuant to statutes and court rules or court order.

Opens and maintains judgment records pursuant to statute. Processes judgment execution as prescribed by law, including writs and orders of sale. Files satisfactions of judgment for criminal and accepts satisfactions filed by the judgment creditor in civil cases.

PERIPHERAL FUNCTIONS

Provides supervision of staff including scheduling, evaluations, planning and initiating strategies for performance, resolving complaints, and authorizing vacation leave, overtime and staff training. Assists in the recruitment process for new hires and maintains records related to salary levels, sick leave, annual leave, personnel matters and other pertinent information.

Accurately prepares vouchers for office supplies, travel expenses, oversees county debit card activity and payment for contract vendors. Prepares billing for Jury panel and Witnesses.

Crates and maintains accounts receivable, utilizing current accounting technology and standards developed by State Auditor's Office and Administrative Office of the Courts.

Processes appeals to the Appellate and supreme courts following detailed procedures, statutes, and Washington Court Rules for processing court documents, transcripts, exhibits, verbatim reports, coordinates deadlines with said courts and utilizes their Appellate Court eFiling Portal. Prepares invoices to The Office of Public Defense for Clerk's services for appellate transmittals and reimbursement of costs.

Manages Clerk's collection program including developing and implementing procedures, making personal contacts with defendants, reviews financial statements, sets payment schedules, identifies defendants to refer to Prosecutor for show cause action and provides supporting

documentation for court proceedings. Works closely with Prosecutor, Department of Corrections and Juvenile Department. Supervises and trains Collections Assistant. Uses various state and county computer systems and maintains confidentiality standards of each agency.

As an agent of the federal government, serves as Passport Program Manager submitting annual certification for all acceptance agents, scheduling training, updating forms, oversees sight inspections by department of state representative and execution of passport applications. Follows strict guidelines from process to secured traceable mailing in compliance of federal policy and regulations.

Develops queries of databases to meet reporting requirements of different agencies and to monitor office functions.

Operates standard office equipment including copier, fax scanner, word processing, spreadsheet, data base applications. Uses complex technical equipment used by Statewide courts. Scans and docket historic records for permanent preservation.

Assists with Jury Management, responds to jury questions and coordinates preparation for jury trials. Manages the reporting jury until trial commencement. Operates the Jury management system for random selection. Prepares the jury panel list at the time of trial. Coordinates annual jury source list update as established by the Washington Supreme Court GR 18.

Receipts payment for facilitator appointments, purchase of pre-made packets containing state standard eforms prepared by superior court administration, CD's and accepts for filing trial setting notices and other orders of the Superior Court.

Serves as custodian of digital record of proceedings. Operates the Superior Courts equipment Assists in operation and troubleshooting of courtroom system. Maintains, upgrade or use of polycom video hearing and technology used for remote hearings.

Assists the public with the filing of anti-harassment, sexual assault and DV protection orders. Schedules hearing dates and provides notification to law enforcement for service as directed by court order.

Observes strict confidentiality, security of personal identifying information and monitoring of traceable mailing and delivery. Submits to onsite inspections and provides proof of certification to the U.S. Department of State upon demand.

Collects and delivers mail to appropriate departments.

KNOWLEDGE, SKILLS, AND ABILITIES

Thorough knowledge of the functions and operations of the Clerk's Office and Superior Court including state and/or local court rules, procedures and policies, legal documents, legal terminology and legal research.

Knowledge of records and document management systems.

Extensive knowledge of office and personnel management, practices and procedures.

Ability to prioritize, coordinate and supervise the workflow of the office and staff.

Knowledge of customer service skills, particularly when dealing with difficult customers.

Skill in producing accurate, detailed work and data entry, with constant interruptions.

Skill in operation of equipment used in court room and Clerk's office.

Skill in dealing with difficult customers.

Ability to locate and interpret session laws established under the Revised Code of Washington as it applies to the duties or pleadings accepted by the Superior Court Clerk.

Ability to locate and interpret session laws established under the Revised Code of Washington as it applies to the duties or pleadings accepted by the Superior Court Clerk.

Ability to work with the public in a consistent, courteous and competent manner.

Ability to interpret intent of and process complex judgments, orders, verdicts, bench warrants, decrees, foreclosures, and other documents as they are received for processing.

Ability to operate technical office equipment, including numerous computer systems and to recommend upgrades as workflow and technology evolves.

Ability to exercise independent judgment to achieve the most effective performance of all job assignments.

Ability to observe strict confidentiality.

Ability to maintain a professional demeanor and appearance under stressful circumstances.

Ability to communicate clearly and concisely, orally and in writing.

Ability to provide professional, courteous, respectful, and efficient customer service and maintains effective and professional working relationship with a wide range of individuals and/or agencies.

EDUCATION AND EXPERIENCE

High school diploma or GED along with two years of college level coursework and three years of progressively responsible experience in the legal field, a courtroom setting, financial management, personnel management and/or public service, or an equivalent combination of education and experience which provides the knowledge, skills, and abilities to perform the essential functions of the position.

LICENSES/CERTIFICATES

Must be 18 years of age or older and evidence of U.S. citizenship must be verified.

Successfully complete a U.S. Department of State Official individual training transcript or training certification.

Complete the comprehensive mandatory Passport application Acceptance Agent certification maintain recertification annually.

WORKING CONDITIONS

Work is performed approximately 70% in an office environment and 30% in the courtroom. Work may be performed in volatile environments. Stress associated with competing priorities and rigid schedules must be considered an element of this job.

Sitting very still for extended periods of time is required.

Evening work is required during active criminal civil jury trials.

Ability to hear disturbing, or shocking testimony by victims or witnesses and viewing graphic photos in criminal trials or personal, sensitive, or emotional statements by parties involved in a court proceeding and maintain a professional composure while service as courtroom clerk.

Travel to training out of county may be required.

PHYSICAL REQUIREMENTS

The duties of the above position require sitting, walking, stooping, bending, reaching, twisting, and the ability to lift up to 40 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, 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, marital status, or 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: CHIEF DEPUTY CLERK

FLSA STATUS: Non-Exempt

Approved: 10/97

Reclass: 1/26/99, 1/23/06;

Revised: 1/08; 1/10; 7/11, 3/22

Range: 2223

SUMMARY

Under the direction of the Clerk this position is responsible for support staff, administrative, fiscal and management level oversight and special project tasks. An understanding of the departmental functions and procedures is required. Individual initiative and independent judgment carrying out training, supervision, courtroom procedures, financial responsibilities including payroll, vouchering, in case management, Clerk Collections program and Clerk's trust account is necessary. Clerk's Office is responsible for felony criminal, civil, domestic/family law, probate, guardianship, adoption/paternity, civil involuntary commitments, juvenile offender, and juvenile dependency cases.

Performs a wide variety of technical and administrative duties requiring specialized skills and knowledge in support of Clerk's Office and Superior Court operations; including, but not limited to personnel issues, training and supervision, courtroom procedures, and financial, records and case management. Responsible for the recommendation and/or creation of policies and procedures, and the implementation as prescribed by law. Assumes full responsibility of the office in County Clerk's absence, including signature authority and other duties normally reserved, by statutory authority, for the County Clerk.

ESSENTIAL FUNCTIONS

Assists with Child Support Grant, budgeting, documenting, and tracking expenditures monthly to assure compliance with budgets. Serves as Passport Program Manager submitting annual certification and compliance requirements with the U.S. Department of State.

Serves as liaison between litigant and judicial officers, court administration and criminal justice partners, legal community, pro se litigants, State agencies, law enforcement, elected officials, department heads, and employees. Researches and implements legislative mandates affecting business practices. Plans and organizes cash flow management.

Processes appeals to the Court of Appeals div. II or Supreme courts electronic portal meeting mandatory timelines. Invoices payment with the Office of Public Defense for reimbursement of costs. Assists in the Management of the Jury. This position requires a confidentiality agreement.

Receives and processes all legal pleadings presented in a Superior Court cause of action involving record classification, assigns case numbers, computerized docketing and manual or electronic filing of hard copy records. Maintains, retains and purges records in accordance with statutory time constraints and required archival standards.

Assigns, monitors, and reviews the work of staff, assuring strict compliance with standards of confidentiality, ever-changing legislative decisions and court rules. Coordinates office procedures with other judicial departments county departments and state agencies to ensure efficient and accurate maintenance of permanent county records, court records and processes related to the efficient operation of the Clerk's Office and Superior Court.

Assists in interviewing and hiring new employees in the Clerk's Office.

~~Responsible for training~~ Trains and/or arranging training in an extremely difficult environment due to the volume of detail, variety and constant interruptions associated with the work. of permanent and temporary employees.

Directs the resolution of inquiries and problems. Responds to incoming calls, answers questions pertaining to individual cases or citations. Responds to the most sensitive or difficult inquiries, gives general information. Screens documents in accordance with established protocols and procedures.

~~Positions in the Clerk's Office must be familiar with 9 general case types and nearly 100 different causes of action, in addition to the complex processes associated with each and with the courtroom, records management, and judgment execution. The office also utilizes more than 10 different technology systems in the course of its daily work. Training is extremely difficult due to the volume of detail, variety and constant interruptions associated with the work.~~

Monitors current legislation regarding Clerk's duties and responsibilities. Recommends and/or implements changes as required.

Maintains the Clerk's trust account, daily reporting and balancing of funds using current receipting and accounting computer systems. Alternates the daily closing of the days accounting and nightly deposit to the bank observing the separation of duties. Accurately responds to request for bail return and other appropriate distribution of Clerk's trust funds as ordered by the Court.

Coordinates policies and procedures for permanent record preservation and public access, utilizing current technology, and following standards established by Washington State Archives and the Supreme Court. Works with ~~Central Services~~ Information Technology and vendors to develop and maintain systems to ensure compliance with court rules regarding quality, integrity, access and confidentiality of electronic records. Implements R ~~recommended~~ upgrades to systems as required.

Provides customer service, in person, by phone or by electronic means, to a wide variety of individuals, who may be professionals or public. Tact and discretion are required when dealing with difficult personalities, awkward situations, or when confidential records are in question.

~~Serves as the public records expert on access to court records, adheres to restrictions by Federal law, State law, court rule, court order or case law, in the Clerk's Office.~~

~~Serves as courtroom clerk as needed, and oversees calendar to ensure adequate clerk support in courtroom.~~

~~Accurately writes and preserves minutes of the courtroom proceedings synthesizing counsel's oral motion, arguments, rebuttals and court's oral ruling in all judicial proceedings, utilizing current courtroom technology to maintain the record.~~

~~Labels, logs, and secures all exhibits until released for disposal in accordance with statutes and records retention schedules of the State of Washington.~~

~~Prepares for court proceedings by reviewing the files, ascertaining the issue to be argued or heard by the trier of facts, whether by jury or bench. Retrieves and prepares file for court.~~

~~Reviews, prepares and coordinates complex calendars for criminal, civil, domestic, probate, guardianship, adoption, paternity, mental illness, juvenile offender, and juvenile dependency cases before the court, whether represented by counsel or pro se.~~

~~Enters information regarding Superior Court filings into a statewide databases using current technology. Works closely with Office of Administrator for the Courts to update and maintain system.~~

~~Opens and maintains judgment records pursuant to statute. Processes judgment execution as prescribed by law, including writs and orders of sale.~~

~~Creates and maintains accounts receivable, utilizing current accounting technology and standards developed by State Auditor's Office and Administrative Office of the Courts.~~

~~Processes appeals to the Appellate and Supreme Courts following detailed procedures, statutes and Washington Court Rules for processing of court documents, transcripts, exhibits, verbatim reports, coordinating deadlines and processes with said courts and utilizes their current technology systems. Manages the Superior Court jury, verifies qualifications, confirms, defers or excuses from service. Assists in operation of Superior Courts courtroom recording system. Receipts payments for facilitator appointments, purchases pre-made packets containing state standard forms prepared by superior court administration, CD's and accepts for filing trial setting notices and other orders of the Superior Court.~~

COURTROOM CLERK

~~Serves as backup for Lead Criminal Deputy, and Civil Deputy for all hearings and trials. Opens court for Judicial officer. Provides direct assistance to the Superior Court Judge while serving as courtroom clerk. Attends all hearings, administers oaths and receives the verdict of a jury in any action or proceeding in the presence and under the direction of the court. Duties may include Swears in jury, witnesses, and polls jury.~~

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~~Promotes public confidence in the courtroom by serving as courtroom clerk for criminal and juvenile offender motions and trials, and backup Clerk for all other case types. Accurately writes and preserves minutes of courtroom proceedings synthesizing counsel's oral motions, arguments, rebuttals and court's oral rulings in all judicial proceedings, utilizing current courtroom technology to produce minutes and maintain the record.~~

~~Marks exhibits for trail containing blood borne pathogens, drugs, firearms, or dangerous weapons.~~

Exhibits must be packaged and marked as hazardous materials, safety in avoiding residue emissions to participants and jury. Weapons must be unloaded and locked. Maintains custody and control of all trial exhibits, labels, logs, and secures all exhibits until released for disposal in accordance with statutes and records retention schedules of the State of Washington.

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Prepares for court proceedings by Reviews files, ascertains issues to be argued or heard by the trier of fact court whether by jury or bench. Retrieves and prepares files for court.

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Reviews, prepares and coordinates complex calendars for criminal, civil, domestic, probate, guardianship, adoption, paternity, mental illness, juvenile offender, and juvenile dependency cases before the court, whether represented by counsel or pro se.

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Enters information regarding Superior Court filings into a statewide database using current technology. Works closely with Office of Administrator for the Courts to update and maintain system. Submits eService ticket for assistance to resolve technical problems.

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Distributes court orders to outside local and state agencies, which may include Division of Child Support, Washington State Patrol, FBI, department of corrections, local and state correctional facilities by mail, fax or electronic means pursuant to statutes and court rules or court order.

Opens and maintains judgment records pursuant to statute. Processes judgment execution as prescribed by law, including writs and orders of sale. Files satisfactions of judgment for criminal and accepts satisfactions filed by the judgment creditor in civil cases.

PERIPHERAL FUNCTIONS

Provides supervision of staff including scheduling, evaluations, planning and initiating strategies for performance, resolving complaints, and authorizing vacation leave, overtime and staff training. Assists in the recruitment process for new hires and maintains records related to salary levels, sick leave, annual leave, personnel matters and other pertinent information.

Responds to jury questions and coordinates preparation for jury trials. Assists Clerk with Jury Management for all Court levels.

Accurately prepares vouchers for office supplies, travel expenses, oversees county debit card activity and payment for contract vendors. Prepares billing for Jury and panel and Witnesses payment and billings for Clerk's services for appellate transmittals.

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Crates and maintains accounts receivable, utilizing current accounting technology and standards developed by State Auditor's Office and Administrative Office of the Courts.

Processes appeals to the Appellate and supreme courts following detailed procedures, statutes, and Washington Court Rules for processing court documents, transcripts, exhibits, verbatim reports, coordinates deadlines with said courts and utilizes their Appellate Court eFiling Portal. Prepares invoices to The Office of Public Defense for Clerk's services for appellate transmittals and reimbursement of costs.

Manages Clerk's collection program including developing and implementing procedures, making personal contacts with defendants, reviews financial statements, sets payment schedules,

identifies defendants to refer to Prosecutor for show cause action and provides supporting documentation for court proceedings. Works closely with Prosecutor, Department of Corrections and Juvenile Department. Supervises and trains Collections Assistant. Uses various state and county computer systems and maintains confidentiality standards of each agency.

As an agent of the federal government, reviews and executes as Passport Program Manager submitting annual certification for all acceptance agents, scheduling training, updating forms, oversees sight inspections by department of state representative and execution of passport applications. Follows strict guidelines from process to secured traceable mailing in compliance of federal policy and regulations.

Develops queries of databases to meet reporting requirements of different agencies and to monitor office functions.

Ability to Operates standard office equipment including copier, fax scanner, word processing, spreadsheet, data base applications. Uses complex technical equipment used by Statewide courts. Including Odyssey navigator. Scans and docketed historic records for permanent preservation.

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On behalf of the Superior Court, Assists with Jury Management, Assist with responds to jury questions and coordinates preparation for jury trials. Manages the reporting jury until trial commencement. Operates the Jury management system for random selection. Prepares for use by the Court and the parties the jury panel list at the time of trial. Coordinates with vendor to complete annual jury source list update as established by the Washington Supreme Court GR 18.

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Receipt, payment for, facilitate appointment, analysis of pneumatic packets contains state standards forms prepared by superior court administration, CDs and access for filing with settling notices and other orders of the Superior Court.

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Serves as custodian of digital record of proceedings. Operates the Superior Courts equipment purchased, maintained by the Superior Court. And at the request of the Court Administrator or Court Assists in operation and troubleshooting of courtroom system in aid of Superior Court vendors. Maintains, upgrade or use of polycom video hearing and technology used for remote hearings.

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Assists the public with the filing of anti-harassment, sexual assault and DV protection orders. Schedules hearing dates and provides notification to law enforcement for service as directed by court order.

Orders and maintains supplies and equipment for office.

On Fridays alternates with the offices on the third floor to Collects and delivers mail to maintain access to justice and allow filing of Superior Court documents submitted by parties to meet required deadlines. Responds for offices closed on Friday in person or by phone with hours of operation or directs them for services during normal business hours.

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Performs other duties as assigned.

KNOWLEDGE, SKILLS, AND ABILITIES

Thorough knowledge of the functions and operations of the Clerk's Office and Superior Court including state and/or local court rules, procedures and policies, legal documents, legal terminology and legal research. Ability to located and interpret session laws established under the Revised Code of Washington as it applies to the duties or pleadings accepted by the Superior Court Clerk. (move to ability section)

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Knowledge of records and document management systems.

Extensive knowledge of office and personnel management, practices and procedures.

Ability to prioritize, coordinate and supervise the workflow of the office and staff.

Knowledge of customer service skills, particularly when dealing with difficult customers.

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~~Ability to work with the public in a consistent, courteous and competent manner.~~

Skill in producing accurate, detailed work and data entry, with constant interruptions.

Skill in operation of equipment used in court room and Clerk's office.

Skill in dealing with difficult customers.

Ability to locate and interpret session laws established under the Revised Code of Washington as it applies to the duties or pleadings accepted by the Superior Court Clerk.

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~~Ability to work with the public in a consistent, courteous and competent manner.~~

Ability to interpret intent of and process complex judgments, orders, verdicts, bench warrants, decrees, foreclosures, and other documents as they are received for processing.

Ability to operate technical office equipment, including numerous computer systems and to recommend upgrades as workflow and technology evolves.

Ability to exercise independent judgment to achieve the most effective performance of all job assignments.

Ability to observe strict confidentiality.

Ability to maintain a professional demeanor and appearance under stressful circumstances.

Ability to communicate clearly and concisely, orally and in writing.

Ability to provide professional, courteous, respectful, and efficient customer service and maintain ~~an~~ effective and professional working relationship with a wide range of individuals and/or agencies.

EDUCATION AND EXPERIENCE

High school diploma or GED along with two years of college level coursework and three years of progressively responsible experience in the legal field, a courtroom setting, financial management, personnel management and/or public service, or an equivalent combination of education and experience which provides the knowledge, skills, and abilities to perform the essential functions of the position.

LICENSES/CERTIFICATES

Must be 18 years of age or older and evidence of U.S. citizenship must be verified.

Successfully complete a U.S. Department of State Official individual training transcript or training certification within 6 months?

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The ability to pass the comprehensive mandatory Passport application Acceptance Agent certification to administer execution of applications and to maintain recertification by continuing education on an annual basis. Move under abilities

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Observing strict confidentiality, security of personal identifying information and monitoring of traceable mailing and delivery. Submit to onsite inspections and provide proof of certification to the U.S. Department of State upon demand. Move under essential functions.

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WORKING CONDITIONS

Work is performed approximately 70% in an office environment and 30% in the courtroom. Work may be performed in volatile environments. Stress associated with competing priorities and rigid schedules must be considered an element of this job.

Sitting very still for extended periods of time is required.

Evening work is required during active criminal civil jury trials.

Ability to hear disturbing, or shocking testimony by victims or witnesses and viewing graphic photos in criminal trials or personal, sensitive, or emotional statements by parties involved in a court proceeding and maintain a professional composure while service as courtroom clerk,

Travel to training at the Administrative Office of the Courts in Olympia, Washington or other designated counties may be required.

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PHYSICAL REQUIREMENTS

The duties of the above position require sitting, walking, stooping, bending, reaching, twisting, and the ability to lift up to 35-40 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

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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, marital status, or 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.