

**SKAMANIA COUNTY BOARD OF COMMISSIONERS**  
**240 NW Vancouver Ave.**  
**Stevenson, WA 98648**  
**Agenda for September 13, 2022**

**Commissioner Meetings are open to the public either in person or using ZOOM with the following numbers:**

**1 346 248 7799 US**                      **1 312 626 6799 US**  
**1 646 558 8656 US**                      **1 669 900 9128 US**  
**1 301 715 8592 US**

**Meeting ID: 889 0632 1210 – New Meeting ID as of 06/01/2021**

**Join Zoom Meeting**

- Audio only from your computer <https://us02web.zoom.us/j/88906321210>

**WRITTEN PUBLIC COMMENTS ACCEPTED AND ENCOURAGED BY MONDAY PRECEDING THE MEETING AT NOON. If you wish written comments to be listed on the agenda, they need to be submitted to the Clerk of the Board by noon on Thursday preceding the Tuesday/Wednesday meeting, otherwise they will be held for the following Tuesday/Wednesday. Email comments to: [slack@co.skamania.wa.us](mailto:slack@co.skamania.wa.us) When a holiday falls on Monday, the regular meeting is held on Wednesday of that week.**

**Tuesday, September 13, 2022**

**9:00 AM Staff Meeting**

9:30 AM Call to Order  
Pledge of Allegiance  
Public Comment

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

1. Minutes for meeting of March 15, 2022
2. Minutes for meeting of March 22, 2022
3. Resolution 2022-38 Providing Easement to the City of Stevenson for sewer line
4. Resolution 2022-39 Repay Interfund Loans
5. Resolution 2022-40 Create Interfund Loans
6. Notice from Washington State Liquor Control Board of discontinuance of liquor license for Columbia River View Vineyards
7. Set advertisement dates seeking applicants for the County's representative on the Columbia Gorge Housing Authority Board
8. Interlocal Agreement with the City of Stevenson for providing GIS Services
9. Agreement with Olson Environmental to conduct a habitat assessment, determine the 200' high water mark and provide a report of the results
10. Letter to Ken Bajema for reappointment to Position 1-A on the Planning Commission for a four-year term
11. Letter to Mat Joy for reappointment to Position 2-A on the Planning Commission for a four-year term
12. Ratify the Chair's signature on Change Order #1 with Emtech for restoring Rock Creek Picnic Shelter after damage due to fire
13. Contract with Beacon Health Option, Inc. to provide long-term bridge housing subsidies for eligible populations under the Department of Commerce Community Behavioral Health Rental Assistance Program grant
14. Contract renewal with Christopher R. Lanz, Attorney at Law for attorney services for the Volunteer Guardian Ad Litem program

Voucher Approval

Authorize Human Resources to move forward with advertising for the Deputy Clerk position in the District Court Department

Meeting Updates

10:00 AM Department Head Reports  
Lunch

1:30 PM Board of Health meeting

2:30 PM Workshop with Community Development to discuss Short-term Vacation Rentals and permit fees

3:30 PM Workshop with Community Health to discuss Strategic Planning

**Adjourn**

**BOARD OF SKAMANIA COUNTY COMMISSIONERS**

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

**Minutes for Meeting of March 15, 2022**

The Commissioners' business meeting was called to order at 9:30 a.m. on Tuesday, March 15, 2022, at the Commissioners' Meeting Room, 240 NW Vancouver Avenue in Stevenson, with Commissioners Robert Hamlin, T.W. Lannen, and Richard Mahar Chair present.

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

Debbie Hail, county landowner commented on free needle exchange/vending machine, 2014 murder in Tillamook Co, and a filing with the Attorney General's Office.

Mary Repar, Stevenson commented on the picnic area/old volleyball courts by the Hegewald Center and the picnic pavilion.

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

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.

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.

Commissioner Hamlin moved, seconded by Commissioner Lannen and the motion passed unanimously to approve vouchers for the period dated March 15, 2022, in the total amount of \$68,938.40 with \$39,715.56 being Current Expense, covering warrant numbers 185494 through 186000.

Commissioner Hamlin moved, seconded by Commissioner Lannen and the motion passed unanimously to approve the revised job descriptions for Clerk's Civil Court Clerk I, Clerk's Civil Court Clerk II, and Clerk's Chief Deputy Clerk, with an edit to the Chief Deputy Clerk that includes removing the last sentence of the second paragraph in peripheral duties.

The Board will have a discussion at 10:30 a.m. to discuss masking updates.

The Board reported on various meetings they attended. Commissioner Lannen reported on the conveyance at the Wind River Business Park, a meeting with the Interpretive Center Board, the EDC dispersing most of the \$150,000 ARPA funds and gave an update to the Good Neighbor Authority and Encumbered Lands. Commissioner Hamlin reported on broadband in Stabler/Carson, the Hood River County Tree Farm and annual/daily permit fees and meetings with DNR, ODOT and Klickitat County. Commissioner Mahar reported on a meeting with Cheri Kearney, the Fair Board and a WSAC Behavioral Health meeting.

The Board met for Department Head reports

- Tamara Cissell, Community Health Director reported on Behavioral Health, Public Health, Developmental Disabilities and Housing.
- Tim Elsea, Public Works Director reported on Engineering, County Road, Information Technology, ER & R, Buildings and Grounds, Solid Waste and Wind River Business Park.
- Alan Peters, Community Development Director reported on Planning, Building and Environmental Health.

The meeting recessed at 10:23 a.m. and reconvened the same day at 10:30 a.m. with Commissioners Robert Hamlin, T.W. Lannen and Richard Mahar, Chair present.

The Board met for a discussion to talk about masking policies. No action was taken.

The meeting recessed at 10:45 a.m. and reconvened the same day at 11:30 a.m. with Commissioners Robert Hamlin, T.W. Lannen, and Richard Mahar, Chair present.

The Board met for a discussion concerning a real estate offer. Commissioner Lannen moved, seconded by Commissioner Hamlin and the motion passed unanimously to purchase property in the amount of \$430,000. The C/R Facilities and Land fund will pay for the purchase.

The meeting recessed at 11:32 a.m. and reconvened the same day at 1:30 p.m. with Commissioners Robert Hamlin, T.W. Lannen and Richard Mahar, Chair present.

The Board met for Forest Service updates with Rebecca Hoffman, Mt. St. Helen's National Volcanic Monument Manager and Erin Black, Mt. Adam's District Ranger.

The meeting adjourned at 1:53 p.m.

**ATTEST:**

**BOARD OF COMMISSIONERS  
SKAMANIA COUNTY, WASHINGTON**

\_\_\_\_\_  
**Commissioner**

\_\_\_\_\_  
**Commissioner**

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

\_\_\_\_\_  
**Commissioner**

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

**BOARD OF SKAMANIA COUNTY COMMISSIONERS**  
**Skamania County Courthouse**  
**240 NW Vancouver Ave. Lower Level, Room 18**  
**Stevenson, WA 98648**  
**Minutes for Meeting of March 22, 2022**

The Board of Commissioners met for a staff meeting at 9:00 a.m. on Tuesday, March 22, 2022 at the Commissioners' Meeting Room, 240 NW Vancouver Avenue, Stevenson, WA with Commissioners T.W. Lannen and Robert Hamlin, Vice-Chair present. Sophie Miller, Senior Services Program Manager reported on personnel, programs, transportation, and grants. Alex Hays, Community Events and Recreation Manager reported on the DFC Coordinator, parking, and equipment purchases. Debi Van Camp, Human Resources Administrator reported on the Risk Pool Conference. Heidi Penner, Financial Management Administrator reported on the Annual Report, February Revenue vs. Expenditure spreadsheet, an upcoming webinar series, and a FMO workshop that discussed how to pay ARPA funds. Debbie Slack, Clerk of the Board/Financial Management Coordinator reported on 0.09 and Title III.

The meeting recessed at 9:20 a.m.

The Commissioners' business meeting was called to order at 9:30 a.m. on Tuesday, March 22, 2022, at the Commissioners' Meeting Room, 240 NW Vancouver Avenue in Stevenson, with Commissioners T.W. Lannen and Robert Hamlin, Vice-Chair present.

The Pledge of the Allegiance was led by Skamania County Sheriff Dave Brown.

Lacey Carr, Cook/Underwood commented on the Jural Assembly.

Frank Webster, Cook/Underwood commented on the Jural Assembly.

Rod Roeder, Cook commented on the Jural Assembly.

Amy White, Cook commented on a conveyance and the Jural Assembly.

Debi Allinger-Hail, Skamania County landowner commented on land swamps.

Mary Repar, Stevenson commented on Seniors getting online with meals soon, the HVAC system circulating air, and invited the Commissioners to attend a Community Resilience Series and plant/seed swap at the Grange.

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

1. Re-appointment of Dave Kuhn to the Mosquito Control Board
2. Re-appointment of James Martin to the Mosquito Control Board
3. New liquor licenses approved for RML, 168 LLC
4. Liquor license renewals for Bungalow Bar & Grill, Skamania General Store, and Martha's Vineyard of Skamania County
5. Resolution 2022-18, Authorizing an Interfund Loan from ER & R Road Fund to ER & R Sheriff's fund and authorizing the Public Works Director to order the patrol vehicle, and to add spending authority to the Sheriff's ER & R Budget 5010.102 in 2022 Budget Supplemental #2
6. Letter of Engagement with William F. Almon, P.S. to represent the County in real estate purchases

7. Resolution 2022-12, Rescinding Resolution 2022-03, Declaring Local Emergencies Due to Winter Storm Activities
8. Interlocal agreement with Pend Oreille County for delivery of Onbase Administrator services
9. Contract with Imagesoft to add enhancement to current program
10. Modification of Cooperative Agreement with U.S. Army Corp of Engineers, extending the period of performance and adding funding
11. Agreement with Community in Motion to provide Medicaid transportation
12. Contract with Zac Browning to pay rental fees for the purpose of holding a Tae Kwan Do class
13. Contract renewal with HR Answers, Inc. to purchase 2022 Advantage Plan Agreement for personnel resources provide Human Resources personnel assistance

Commissioner Lannen moved, seconded by Commissioner Hamlin and the motion passed unanimously to approve vouchers for the period dated March 22, 2022, in the total amount of \$58,132.64 with \$36,604.38 being Current Expense, covering warrant numbers 186002 through 186045.

Commissioner Lannen moved, seconded by Commissioner Hamlin and the motion passed unanimously to approve payroll for the payroll dated March 1-March 15, 2022, in the total amount of \$614,082.92, with \$367,538.61 being Current Expense, covered by payroll warrants 43585 through 43608 and direct deposit numbers 72787 through 72961.

The Board acknowledged a zoom chat message from Mitch Patton, West End resident asking about the old landfill in Stevenson.

Commissioner Lannen moved, seconded by Commissioner Hamlin and the motion passed unanimously to approve the job description and set the salary at Range 26 for Deputy Public Records Officer/Deputy Prosecuting Attorney I.

Hannah Brause, WSU Extension Director reported on 4-H, a mentoring grant, and Forest Youth Success.

The meeting recessed at 9:59 a.m. and reconvened the same day at 10:04 a.m. with Commissioners Robert Hamlin, and Richard Mahar, Chair present.

The Board met for Department Head reports

- Tamara Cissell, Community Health Director reported on Behavioral Health, Public Health, Developmental Disabilities and Housing.

The meeting recessed at 10:09 a.m. and reconvened the same day at 10:20 a.m. with Commissioner Lannen and Commissioner Hamlin present.

The Board reported on various meetings they attended. Commissioner Lannen reported on a send off for Emily Platt, the Timber County Caucus, a meeting with the IT group, a meeting concerning the landfill and a meeting concerning legacy forest. Commissioner Hamlin reported on meetings concerning Homeless Housing, MCEDD, State Building Code, and the Forest Service Wind River Trust. Commissioner Lannen also reported on a meeting with the Real Estate Agent.

The Board met for a workshop to discuss the Planning Commission's recommendations for Carson Zoning. The Board directed that they be presented with a resolution and ordinance for all in option as recommended by the Planning Commission, to be included on a future consent agenda.

The meeting recessed at 10:47 a.m. and reconvened the same day at 11:30 a.m. with Commissioners Lannen and Commissioner Hamlin present.

The Board met for a workshop to discuss County Real Property surplus property. No action was taken.

The meeting recessed at 11:47 a.m. and reconvened the same day at 1:33 p.m. with Commissioners T.W. Lannen, and Robert Hamlin, Vice-Chair present.

The Board held a workshop with Financial Management Office, Elected Officials and Department Heads to discuss County finances. The Board agreed that payments using ARPA money will come out of the ARPA fund.

The meeting recessed at 2:30 p.m. and reconvened the same day at 2:33 p.m. with Commissioners T.W. Lannen, and Robert Hamlin, Vice-Chair present.

The Board met for quarterly updates with the Wind River Advisory Board. Commissioner Richard Mahar joined the meeting via zoom.

The meeting recessed at 2:41 p.m. and reconvened at 3:30 p.m. on the same day with Commissioners T.W. Lannen and Commissioner Robert Hamlin, Vice-Chair present. Commissioner Richard Mahar attended via zoom.

The Board met with Tamara Kaufman for her Columbia River Gorge Commission report.

The meeting recessed at 3:51 p.m. and reconvened at 4:17 p.m. on the same day with Commissioners T.W. Lannen and Commissioner Robert Hamlin, Vice-Chair present. Commissioner Richard Mahar attended via zoom.

The Board met for a workshop to discuss Resolution 2022-19, a resolution to rescind Resolution 2020-18 declaring a local emergency relating to the COVID-19 pandemic.

Commissioner Lannen moved, seconded by Commissioner Mahar to approved Resolution 2022-19 but strike the Temporary Travel Guidelines piece dated October 27, 2021. Discussion followed and the call for vote ended in tabling the Resolution until the first Tuesday in May.

The meeting recessed at 4:35 p.m. and reconvened at 4:50 p.m. on the same day with Commissioners T.W. Lannen and Commissioner Robert Hamlin, Vice-Chair present. Commissioner Richard Mahar attended via zoom.

The Commissioners meet for an Executive Session pursuant to RCW 42.30.110(i) potential litigation for 20 minutes. The session ended at 5:10 p.m.

The meeting adjourned at 5:10 p.m.



ATTEST:

**BOARD OF COMMISSIONERS  
SKAMANIA COUNTY, WASHINGTON**

\_\_\_\_\_  
**Commissioner**

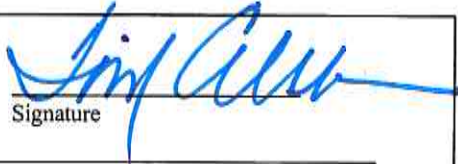
\_\_\_\_\_  
**Commissioner**

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

\_\_\_\_\_  
**Commissioner**

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

COMMISSIONER'S AGENDA ITEM COMMENTARY

<b><u>SUBMITTED BY</u></b>	Public Works	
<b><u>AGENDA DATE</u></b>	Department	Signature
	September 13, 2022	
<b><u>SUBJECT</u></b>	<u>Granting easement to City of Stevenson for sewer line for \$3,500</u>	
<b><u>ACTION REQUESTED</u></b>	<u>Approve Resolution and Authorize chair to sign easement</u>	

**SUMMARY/BACKGROUND**

The City of Stevenson owns and operates a sewer line running across a county owned parcel. This resolution will grant the City a non-exclusive easement for that use for \$3,500.

**FISCAL IMPACT**

\$3,500 to the county

**RECOMMENDATION**

Approve Resolution and Authorize the Chair to sign

**LIST ATTACHMENTS**

Resolution  
Easement  
Site Plan

**RESOLUTION NO. 2022 - 38**

**(Providing easement to the City of Stevenson for sewer line)**

**WHEREAS**, pursuant to RCW 36.32.120(6) the Board of Skamania County Commissioners (Board), is given the authority to care for all county property, and

**WHEREAS**, Skamania County owns Tax Lot 02070120120000; and

**WHEREAS**, The City of Stevenson owns and operates a sewer line running across Tax Lot 02070120120000; and

**WHEREAS**, The City of Stevenson has requested the County grant the City an easement across the Property for the purpose of operating an underground sanitary sewer line, and

**WHEREAS**, The City of Stevenson agrees to pay the County \$3,500 for the easement, and

**WHEREAS**, the Board of Skamania County Commissioners desires to grant the City of Stevenson an easement on the Property based on terms and conditions set forth herein.

**NOW, THEREFORE, BE IT RESOLVED**, That the Board of Skamania County Commissioners hereby grants a non-exclusive easement in the form and substance substantially similar to the document attached to the Resolution as Exhibit "A" for \$3,500 and authorizes the Chair's signature thereon.

**PASSED IN REGULAR SESSION** this 13th day of September, 2022.

S E A L

BOARD OF COMMISSIONERS  
SKAMANIA COUNTY, WASHINGTON

Attest:

\_\_\_\_\_  
Chairman

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

\_\_\_\_\_  
Commissioner

Approved as to form only:

\_\_\_\_\_  
Commissioner

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















Grantor (s) SKAMANIA COUNTY

Grantee (s) THE CITY OF STEVENSON, WASHINGTON, a Washington Municipal Corporation

Abbreviated Legal: NW ¼ Sec. 1 T.2 N., R.7 E.W.M.

Assessor's Tax Parcel No: 02-07-01-20-1200

The Grantors, for valuable consideration, grant, bargain, sell and convey to the City of Stevenson, a municipal corporation of the State of Washington, its successors and assigns, hereafter referred to as the City, a permanent right to operate and maintain utilities under the following described land as herein described:

A NON-EXCLUSIVE UTILITY EASEMENT FOR THE PURPOSE OF EXPANSION, OPERATION AND MAINTENANCE OF UNDERGROUND UTILITIES AS DESCRIBED IN EXHIBIT "A"

TO HAVE AND TO HOLD the above easement unto said City, its successors and assigns, forever.

Grantors reserve the right to use the surface of the land for walkways, driveways, planting, and related purposes; and all facilities shall be at a depth consistent with these purposes. No building shall be placed upon the granted property, however, without the written permission of the City.

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

Richard Mahar, Chair, Board of County Commissioners

STATE OF WASHINGTON )

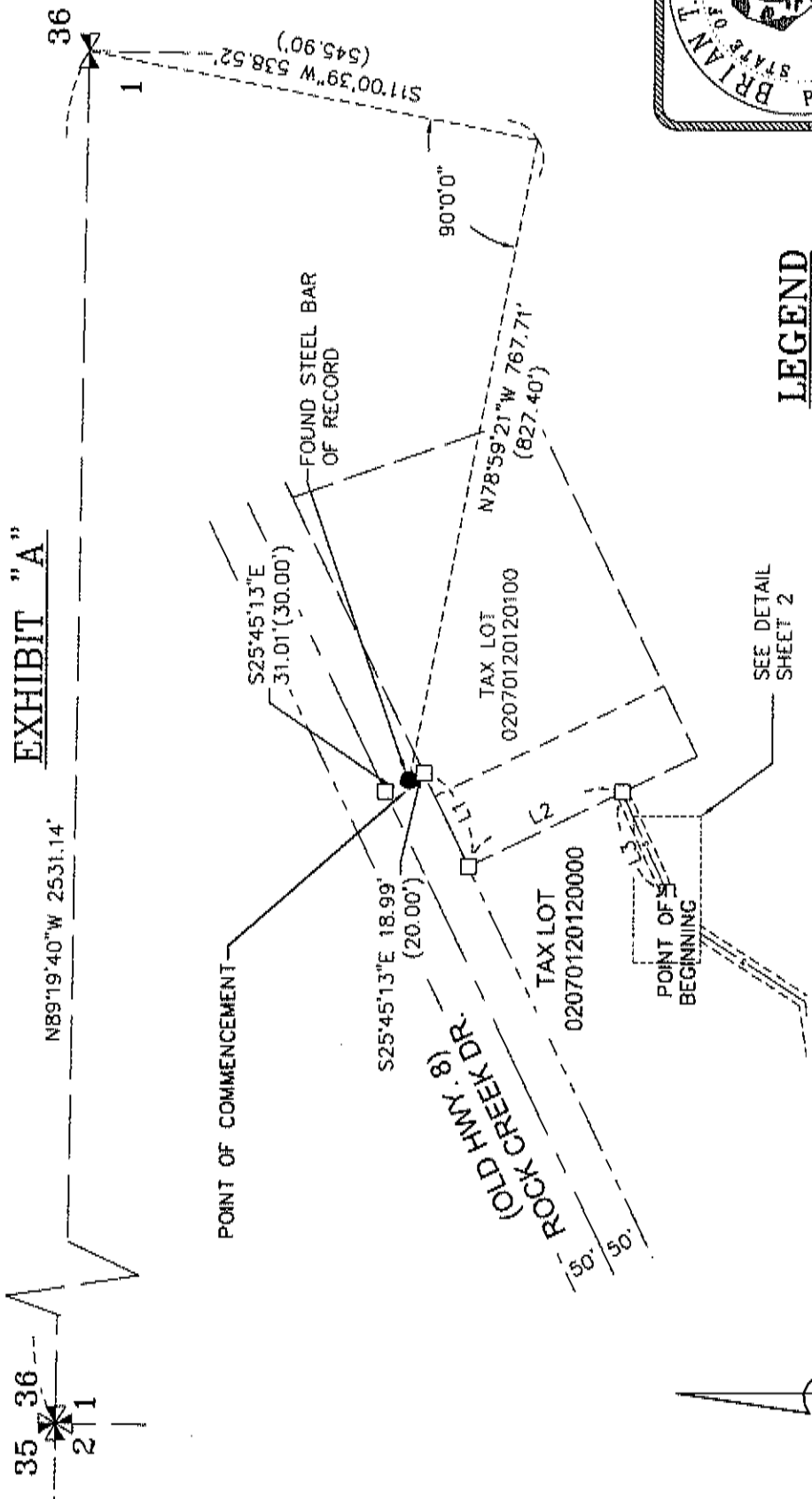
County of Skamania )

On this day personally appeared before me Richard Mahar, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Notary Public in and for the State of Washington,

# EXHIBIT "A"

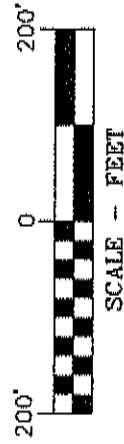


## LEGEND

- SEWER LINE
- MONUMENT OF RECORD
- COMPUTED POSITION
- ⊙ PUMP STATION

(100.00') DEED DISTANCE

LINE #	DIRECTION	LENGTH
L1	S64°14'31"W	122.00'
L2	S25°45'13"E	202.01'
L3	S65°19'30"W	128.59'



## BASIS OF BEARINGS

WASHINGTON STATE PLANE COORDINATES SYSTEM  
 SOUTH ZONE, GRID NORTH, GROUND DISTANCE,  
 ESTABLISHED BY G.P.S. OBSERVATION BETWEEN  
 NW CORNER SECTION 1 AND  
 NORTH QUARTER CORNER SECTION 1.

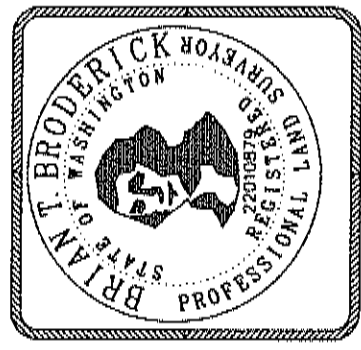
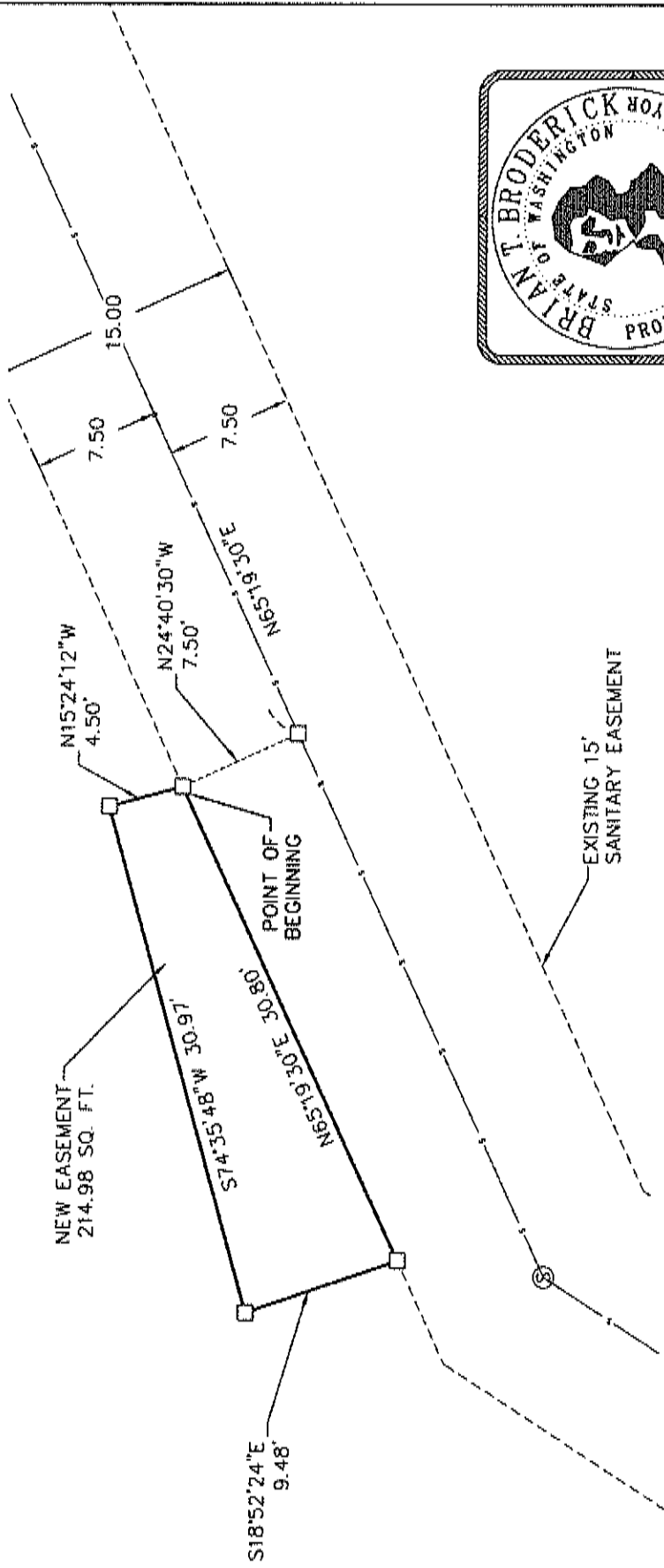
EASEMENT EXHIBIT  
 NE 1/4 OF THE NW 1/4 SECTION 1, T.2N., R.7E., W.M.  
 CITY OF STEVENSON SKAMANIA COUNTY, STATE OF WASHINGTON



**Klein & Associates, Inc.**  
 ENGINEERING-SURVEYING-PLANNING  
 9111 DE SPOK-HOOD BLVD, OASIS001  
 TEL: 509-325-3329 FAX: 509-325-5515

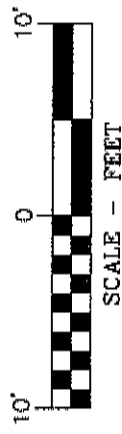
PROJECT: 21-01-02  
 FILE NO: 21002-EASEMENT  
 LAYOUT: ENH  
 SURVEYED: KA  
 DESIGNED: KA  
 DRAFTED: BK  
 APPROVED: BK  
 DATE: 07-11-22  
 SHEET: 1 OF 2

# EXHIBIT "A"



## LEGEND

- SEWER LINE
- MONUMENT OF RECORD
- COMPUTED POSITION
- ⊙ PUMP STATION



## BASIS OF BEARINGS

WASHINGTON STATE PLANE COORDINATES SYSTEM  
 SOUTH ZONE, GRID NORTH, GROUND DISTANCE,  
 ESTABLISHED BY G.P.S. OBSERVATION BETWEEN  
 NW CORNER SECTION 1 AND  
 NORTH QUARTER CORNER SECTION 1.

EASEMENT EXHIBIT  
 NE 1/4 OF THE NW 1/4 SECTION 1, T.2N., R.7E., W.M.  
 CITY OF STEVENSON SKAMANIA COUNTY, STATE OF WASHINGTON

PROJECT:	21-01-02
FILE NO.:	25002-CASEMENT
DATE:	
DRAWN BY:	EAH
CHECKED BY:	KA
DESIGNED BY:	KA
DATE:	07-11-22
APPROVED BY:	JK
SHEET:	2 OF 2 SHEETS



**Klein & Associates, Inc.**  
 ENGINEERING • SURVEYING • PLANNING  
 1411 13th Street, Hood River, OR 97031  
 TEL: 503-385-3322 • FAX: 503-385-3315



# Klein & Associates, Inc.

Engineering, Land Surveying, Planning

Hood River, OR  
1411 13<sup>TH</sup> STREET, 97031  
(541)386-3322

Camas, WA  
2517 252<sup>ND</sup> AVE, 98607  
(360) 687-0500

Bingen, WA  
PO Box 786, 98605  
(509) 493-3111

## SANITARY EASEMENT

SKAMANIA COUNTY  
To  
CITY OF STEVENSON

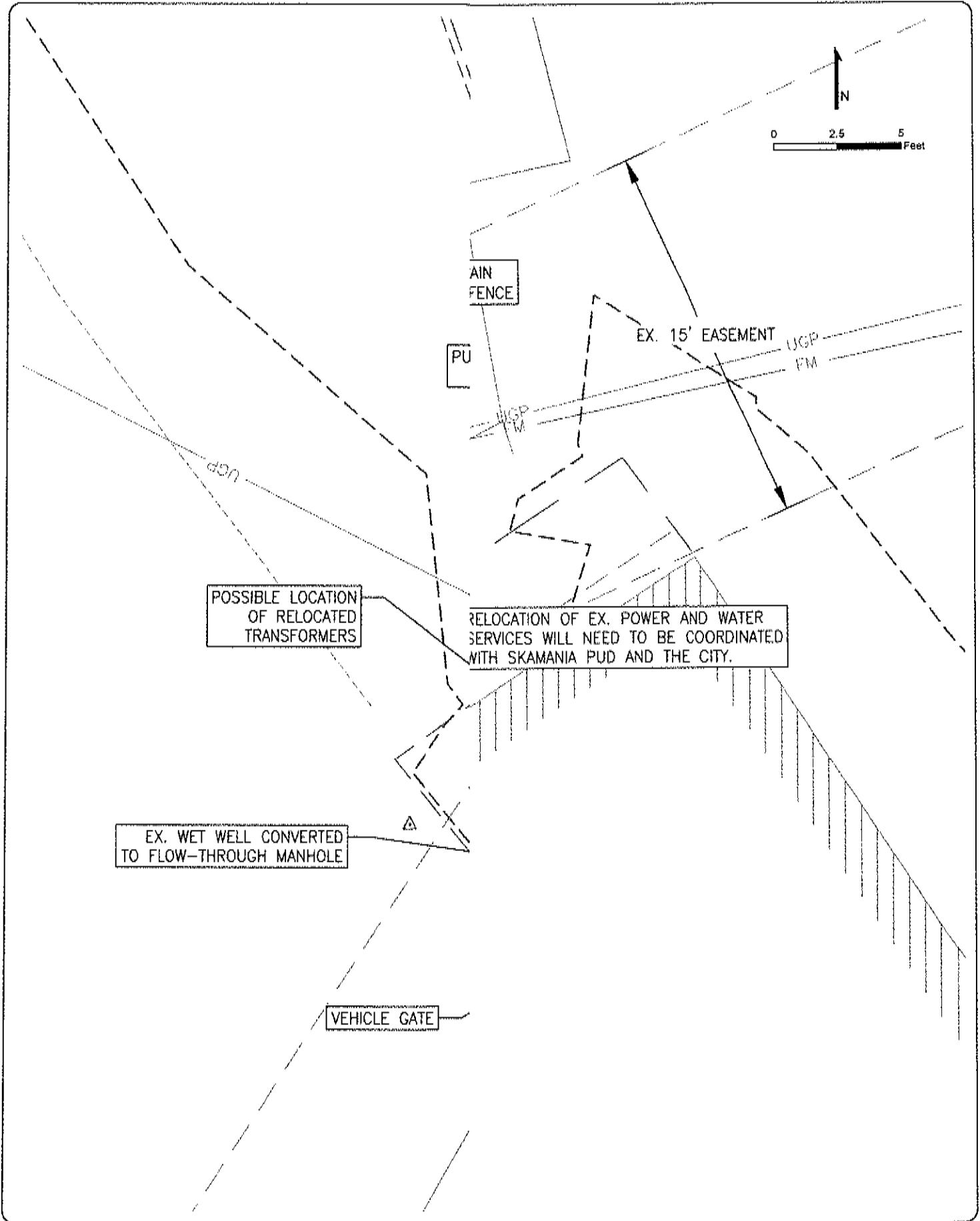
July 11, 2022

A tract of land situated in the Northeast quarter of the Northwest quarter of Section 1, Township 2 North, Range 7 East of the Willamette Meridian, City of Stevenson, County of Skamania, State of Washington, being more particularly described as follows:

**Commencing** at a steel bar, which is South 545.90 feet (Meas. South  $11^{\circ}00'39''$  West, 538.52 feet) and West 827.40 feet (Meas. North  $78^{\circ}59'21''$  West, 767.71 feet) from the North quarter corner of said Section 1, which is also South  $36^{\circ}45'$  East 30.00 feet (Meas. South  $25^{\circ}45'13''$  East 31.01 feet) from the centerline of Rock Creek Drive (Old Highway No. 8); thence South  $36^{\circ}45'$  East 20.00 feet (Meas. South  $25^{\circ}45'13''$  East 18.99 feet) to the Southeasterly right-of-way line of Rock Creek Drive (Old Highway No. 8); thence South  $64^{\circ}14'31''$  West, 122.00 feet along the Southeasterly right-of-way line of Rock Creek Drive (Old Highway No. 8); thence South  $25^{\circ}45'13''$  East, 202.01 feet to the center of an existing sanitary line; thence South  $65^{\circ}19'30''$  West, 128.59 feet; thence North  $24^{\circ}40'30''$  West, 7.50 feet to a point on the North line of an existing sanitary easement, also being the **Point of Beginning** of this description; thence North  $15^{\circ}24'12''$  West, 4.50 feet; thence South  $74^{\circ}35'48''$  West, 30.97 feet; thence South  $18^{\circ}52'24''$  East, 9.48 feet to a point on the North line of said existing Sanitary Easement; thence North  $65^{\circ}19'30''$  East, along said line, 30.80 feet, back to the **Point of Beginning**.

Containing 215 square feet, more or less.

P:\1414776 2021 Collection Sys Imp\550 DWG\505 Exhibit\preliminary Site Plan\Fairgrounds PS Preliminary Site Plan.dwg, 9/22/2022 8:33:39 AM, Jason Krawiec



**RESOLUTION No. 2022-39**  
**(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 2021-45 with a balance of \$354,742.35 plus interest with an expiration date of December 14, 2024; and

**WHEREAS**, the Current Expense Fund has an outstanding loan created by Resolution 2022-10 with a balance of \$43,611.02 plus interest with an expiration date of February 15, 2025; and

**WHEREAS**, the Current Expense Fund has an outstanding loan created by Resolution 2022-17 with a balance of \$1,035,000.00 plus interest with an expiration date of March 15, 2025; and

**WHEREAS**, RCW 79.64.110 requires the County to first apply State Forest Board revenues to the reduction of indebtedness existing in the Current Expense Fund; and

**WHEREAS**, the Commissioners have determined there is sufficient State Forest Board revenue available to repay the Current Expense Fund's indebtedness created by Resolution 2021-45; and

**WHEREAS**, the Commissioners have determined there is sufficient State Forest Board revenue available to repay the Current Expense Fund's indebtedness created by Resolution 2022-10; and

**WHEREAS**, the Commissioners have determined there is sufficient State Forest Board revenue available to *partially* repay the Current Expense Fund's indebtedness created by Resolution 2022-17; and

**NOW, THEREFORE, BE IT RESOLVED** that the County Treasurer is hereby directed to pay on the 13th day of September 2022, \$776,130.34 as follows:

Resolution 2021-45		
1027.000 Cumulative Reserve Loan Fund		\$ 354,742.35
Interest from 3/15/22 to 9/13/22		<u>\$ 884.43</u>
	TOTAL	\$ 355,626.78
Resolution 2022-10		
1027.000 Cumulative Reserve Loan Fund		\$ 43,611.02
Interest from 3/15/22 to 9/13/22		<u>\$ 10.39</u>
	TOTAL	\$ 43,621.41
Resolution 2022-17		
1027.000 Cumulative Reserve Loan Fund		\$ 375,942.52

Interest from 3/15/22 to 9/13/22

TOTAL \$ 939.63  
\$ 376,882.15

**TOTAL PAYMENT \$ 776,130.34**

And that repayment for the remainder of the loan created by 2022-17 in the amount of \$659,057.48 plus interest of .5% is hereby due on March 15, 2025.

**PASSED IN REGULAR SESSION this 13th day of September 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**



**RESOLUTION No. 2022-40**

(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 \$776,130.34 from the SPECIAL REVENUE FUND, Cumulative Reserves Loan Fund (1027.000) and transfer \$776,130.34 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 13<sup>th</sup> day of September 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**



Washington State  
**Liquor and Cannabis Board**

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

Emailed to: JAKEB@SDSLUMBER.COM

August 25, 2022

COLUMBIA RIVER VIEW VINEYARD  
12271 COOK UNDERWOOD RD  
UNDERWOOD, WA 98651  
LICENSE: 408571 - 6A  
UBI: 603-063-497-001-0001

This letter is to notify you that your liquor license number **408571** has been discontinued. You may no longer engage in the production, sale, or service of liquor at the above location.

If you wish to appeal this action, you have 20 days from the date of this letter to submit your request in writing to the WSLCB. You may submit your request to:

Email:           Licensingappeals@lcb.wa.gov  
Or  
By mail to:    WSLCB  
                  Attention: Licensing Appeals  
                  PO Box 43098  
                  Olympia, WA 98504-3908

Sincerely,  
Customer Service /JMA  
Licensing & Regulation  
T: 360 664-1600

cc:     Skamania County  
          Olympia Enforcement  
          Finance

**SKAMANIA COUNTY SEEKING APPLICANTS FOR  
REPRESENTATIVE ON THE COLUMBIA GORGE HOUSING  
AUTHORITY BOARD**

Skamania County Board of Commissioners is accepting letters of interest for Skamania County's representative to the Columbia Gorge Housing Authority Board.

The Housing Board is a joint housing authority with Klickitat County and the City of Goldendale.

The Housing Authority under RCW 35.82.0101 assesses the need for housing availability for lower income families and senior citizens in both counties and the City of Goldendale.

Submit a letter of interest to the Skamania County Commissioners P.O. Box 790, Stevenson, WA 98648 by October 12, 2022. The letter of interest may also be delivered to Room 15 of the Skamania County Courthouse in Stevenson or emailed to Debbie Slack, [slack@co.skamania.wa.us](mailto:slack@co.skamania.wa.us)

**DATE:** September 13, 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:

Document: Columbia Gorge Housing Authority Applicants wanted

Publish as: Display Ad (no larger than 3 x 3)

Publish on: September 21 & September 28, 2022

Send invoice and affidavit of publication to:  
Skamania County Commissioners  
Attn: Debbie Slack, Clerk of the Board  
P.O. Box 790  
Stevenson, WA 98648

Please call Debbie at (509) 427-3706 if questions regarding size of ad. Thank you!

## Debbie Slack

---

**From:** Julie <jdejp@embarqmail.com>  
**Sent:** Wednesday, August 24, 2022 2:18 PM  
**To:** Bob Hamlin; Richard Mahar; Tom Lannen  
**Cc:** Debbie Slack  
**Subject:** CGHA Julie DeSmith resignation

**\*\* WARNING: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. \*\***

I want to thank you for your trust in me as I've represented Skamania County on the Columbia Gorge Housing Authority Board for over a decade. I am resigning my position on this board as of the end of November this year.

Again, thank you.

Julie DeSmith  
11 Jasper Lane  
Carson, WA 98610  
509-427-5731  
jdejp@embarqmail.com

Sent from my iPad

**COLUMBIA GORGE HOUSING AUTHORITY**

**Authority**

RCW 35.82

Resolution 2007-09

**Requirements**

The Authority shall be governed by a board of five (5) commissioners composed of two commissioners each to be appointed by the respective boards of county commissioners of the County and Klickitat County (any or all of which may be county commissioners) and one commissioner to be appointed by the Mayor of the City (which may be the Mayor).

Each commissioner shall hold office for a term of three (3) years, except that the terms of the initial commissioners shall be staggered such that one commissioner shall serve an initial term of one year, and two commissioners shall serve initial terms of two years. Any commissioner may be removed from office, in accordance with RCW 35.82.060, by the applicable board of county commissioners or the Mayor, as applicable. Any vacancy created by the removal of a commissioner shall be filled by appointment by the Mayor or the applicable board of county commissioners.

**Appointee**

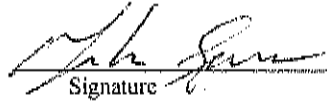
**3 Year Terms-Expiration**

Skamania County	Gabe Spencer	02/28/2023	Representing Commissioners
Skamania County	Julie DeSmith	07/19/2023	Representing Public (Resigned)

Klickitat County  
Klickitat County  
City of Goldendale



COMMISSIONER'S AGENDA ITEM COMMENTARY

<b><u>SUBMITTED BY</u></b>	Assessor	
<b><u>AGENDA DATE</u></b>	Department	Signature
<b><u>SUBJECT</u></b>	9/13/2022	
<b><u>ACTION REQUESTED</u></b>	Interlocal Agreement for GIS	
	Signature/approval	

**SUMMARY/BACKGROUND**

The City of Stevenson and the Department of Assessment and GIS would like to have an interlocal agreement for GIS services provided by the County.

**FISCAL IMPACT**

Not to exceed \$7,500 to the benefit of the County.

**RECOMMENDATION**

Approval of the agreement

**LIST ATTACHMENTS**

Interlocal agreement (4 pages)



INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF STEVENSON AND  
SKAMANIA COUNTY

This agreement made and entered into this 10<sup>th</sup> day of December, 2020, by and between the CITY OF STEVENSON, a municipal corporation of the State of Washington, hereinafter sometimes referred to as “the City”, and SKAMANIA COUNTY, a legal subdivision of the State of Washington, hereinafter sometimes referred to as “the County”.

**Witness:** The parties hereby covenant and agree as follows:

1. The City requests that the County perform Geographic Information System (GIS) services for the City according to the reimbursement structure found in Schedule A of this agreement.
  - a. Requests for GIS work or the use of equipment are made by contacting the Department of Assessment and GIS at (509) 427-3721 or [spencer@co.skamania.wa.us](mailto:spencer@co.skamania.wa.us) to set an appointment.
  - b. For GIS services to be performed under this contract, the City will supply the County with a request involving a Scope of Work and Project Timeline for to the Assessor. The County reserves the right to deny or approve each request of the City on an individual basis.
  - c. For GIS projects and when requested, the County shall provide the necessary technical, administrative and clerical services necessary for the execution of the project or work of the City.
  - d. The fee for the services under this Interlocal Agreement shall not exceed \$7,500 and the County shall provide the services agreed to through subsections b. and c., above.
  - e. Any other services that the City may require shall be addressed to the County department that can provide the service. The City shall reference this Interlocal Agreement and determine reimbursements due to the County as detailed in Section 2.
2. The County’s hourly rate under Schedule A may be updated annually by the County Assessor, provided the rate is based on the actual cost of labor, equipment, rental, engineering, and materials used in completing the requested work, however the rate will not include costs for fringe benefits to labor, including, but not limited to, Social Security, retirement, industrial and medical aid costs, prorated sick leave, holidays, and vacation time and group medical insurance.
3. It is understood and agreed between the parties hereto that if either party is alleged to be negligent in its performance of this agreement, and those allegations result in a claim, loss, demand, action, or cause of action of any nature whatsoever, that party will defend and hold the other harmless from those allegations and any damages that may result. The parties further agree to hold the other harmless and to waive their respective immunities under the State Industrial Insurance Act (RCW Title 51) to the extent that an employee brings a claim or suit against the other non-employer agency for injuries occurring in the workplace while performing this act.
4. It is understood and agreed between the parties that this contract cannot be assigned, transferred or any portion subcontracted hereunder by the County without the prior written permission of the City.
5. The County, in performance of work under this contract shall abide by the provisions of RCW 39.34—Interlocal Cooperation Act. In furtherance thereof, the parties state as follows:
  - a. Duration. The duration shall be as set forth in paragraph 6, below, or as otherwise agreed to by the parties pursuant to this Agreement.
  - b. Organization. No new entity will be created to administer this agreement.
  - c. Purpose. The purpose is to enable the City to utilize County GIS mapping services.

- d. Manner of Financing. The City intends to finance this agreement through allocations between General Fund revenue and enterprise funds as determined by the City Administrator.
  - e. Termination of Agreement. The parties shall have the right to terminate this agreement as provided in paragraph 6, below.
  - f. Other. All terms are covered by this Agreement. No additional terms are contemplated.
  - g. Selection of Administrator. The County Assessor shall be the Administrator for this Interlocal Agreement.
  - h. Manner of Acquiring Property. This Agreement will not result in the acquisition of any property.
6. The term of this agreement shall be from the date of execution until December 31<sup>st</sup>, 2023, except that thirty (30) days written notice may be given to terminate the agreement by either party.

In Witness Whereof, the parties hereto have set their hands and seals the day and year first above written.

BOARD OF COMMISSIONERS  
SKAMANIA COUNTY WASHINGTON

CITY OF STEVENSON  
STEVENSON, WASHINGTON

\_\_\_\_\_  
Chairman


  
\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

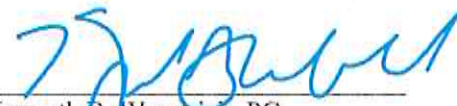
ATTEST:

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

  
\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

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

  
\_\_\_\_\_  
Kenneth B. Woodrich, PC  
City Attorney

**SCHEDULE A-REIMBURSEMENT STRUCTURE**

[To be included as independent attachment]

# GIS FEE SCHEDULE




SKAMANIA COUNTY  
GIS DATA, MAPS, & SERVICES

GIS DATA	Size on Disc	Media	Unit Price	Unit	
Standard 'Skamania Data Disk' (see separate sheet for content)	~ 112 MB	CD	\$150	each	
Custom data (for data not available on Skamania Data Disk)					
Hourly rate to produce	--	Varies <sup>1</sup>	\$60	hour <sup>3</sup>	
Media Fee	--	CD/DVD	\$10	each	
Emailed (5 MB maximum)	--	Email	\$0	each	
<b>DIGITAL ORTHOPHOTO / IMAGERY</b>					
2015 Skamania Co - Populated areas of Skamania Co, 12-inch, color	~ 100 GB	Harddrive <sup>2</sup>	\$600	each	
2008 DNR - Populated areas of Skamania County, 12-inch, color	~ 70 GB	Harddrive <sup>2</sup>	\$600	each	
2007 - City of Stevenson, 6-inch resolution, color	~ 2 GB	DVD	\$50	each	
NAIP (various years) - All of Skamania County, 1 meter, color	~ 2 GB	DVD	\$50	each	
2006 NAIP - All of Skamania County, 18-inch, color	~ 86 GB	Harddrive <sup>2</sup>	\$600	each	
Topographic - All of Skamania County, USGS topo quads, mosaiced	~ 1 GB	DVD	\$50	each	
LIDAR - Bare Earth, Full Feature, ASCII, and derived products	~ 17 GB	Harddrive <sup>2</sup>	\$400	each	
Older aerials as available - See Custom Aerial	--	Varies <sup>1</sup>	\$60	hour <sup>3</sup>	
Custom Aerial - individual photo tiles, townships, pick-and-choose, etc	--	Varies <sup>1</sup>	\$60	hour <sup>3</sup>	
<b>MEDIA:</b>					
Price for CD/DVD associated with Custom Data (in addition to hourly rate)			\$10	each	
<b>MAP PRINTING</b>					
Print Size	Description	Unit Price	Unit	With Aerial or Imagery Add	Unit
8.5" x 11"	Black & white	\$0.25	each	--	each
8.5" x 11"	Color	\$1.00	each	\$2.00	each
11" x 17"	Black & white	\$1.00	each	--	each
11" x 17"	Color	\$2.00	each	\$4.00	each
18" x 24"	All	\$10.00	each	\$10.00	each
24" x 36"	All	\$15.00	each	\$15.00	each
34" x 42"	All	\$20.00	each	\$20.00	each
36" x 48"	All	\$25.00	each	\$25.00	each
<b>CUSTOM MAP REQUESTS</b>					
Hourly rate to produce <sup>3</sup> , plus map printing and/or media charges		\$60/hour + Printing & media charges			
<b>SHIPPING &amp; HANDLING</b>					
The shipping cost is included with the price of CD/DVD disks.				--	each
Map tubes				\$8.00	each
Harddrives or other non-standard items: A reasonable shipping fee will be added.				Varies	each
<sup>1</sup> Media type varies depending on size of data. <sup>2</sup> Purchaser must provide a suitable portable harddrive. <sup>3</sup> ONE HOUR MINIMUM; 15-minute increments after the first hour					

FOR OFFICIAL USE:	
Name:	E-mail:
Organization:	Phone:
Request details:	Date:
	Total Quoted:



**COMMISSIONER'S AGENDA ITEM COMMENTARY**

<b><u>SUBMITTED BY</u></b>	Alex Hays – <u>Community Events</u> Department	 Signature
<b><u>AGENDA DATE</u></b>	September 13, 2022	
<b><u>SUBJECT:</u></b>	Environmental Services for the Skamania County Fairgrounds	
<b><u>ACTION REQUESTED:</u></b>	Approve the Contract	

**SUMMARY/BACKGROUND**

As part of the process to install the well on the Skamania County fairgrounds we need to determine the 200' high water mark and habitat assessment. This service will allow any future fairground projects to go smoother as well.

**FISCAL IMPACT**

\$6,668.00

**RECOMMENDATION**

Approve the contract

**LIST ATTACHMENTS**

Contract  
Attachment A  
Facesheet



# **OLSON**

## **ENVIRONMENTAL LLC**

ENVIRONMENTAL SERVICES • GIS • HABITAT RESTORATION

### **ENVIRONMENTAL SERVICES AGREEMENT**

OLSON ENVIRONMENTAL, LLC hereinafter referred to as "OE", agrees to provide environmental services for Skamania County Community Events & Recreation hereinafter referred to as "Client", upon the following terms and conditions.

**1. Description of Services:** Provide environmental services for the property located at 710 SW Rock Creek Drive, Stevenson, Washington. The study area includes the shoreline areas within parcel number 02070120120000. The environmental services to be provided and cost for those services are outlined in Attachment A.

**2. Fees:** OE estimates that the amount to be charged for the services described Attachment A shall be approximately **\$ 6,688.00**. However, said amount is an estimate only and has been given as a guide to the Client as a not to exceed bid. If more time is needed OE will contact the client to discuss the need for additional time prior to proceeding. The Client agrees and understands that such estimate is approximate only and is subject to change depending on conditions encountered during the course of furnishing said services. The actual amount due shall be the number of hours worked times the current billing rate of **\$152.00 per hour** for each involved staff member. In addition, the Client agrees to pay all costs and expenses incurred by the OE on the Client's behalf.

**3. Payment:** OE shall submit monthly invoices, or at longer intervals as OE sees fit. Client agrees to pay all invoices within 60 days of receipt. Any invoice not so paid shall be past due. Consultant may suspend its work due to any past due invoices and withhold all work produced to date. Interest shall be charged on all past due accounts at the rate of 10% per year from the invoice date. After interest has been assessed, all future payments will first be applied to the interest charges, with any balance applied to the invoices. Client agrees to review invoice upon receipt. If client disputes any charge, client agrees to contact consultant within 30 days of date of invoice. If disputes with charges are not raised within 30 days they **SHALL BE WAIVED**. Client agrees to pay consultant for all other balances while the disputed charges are negotiated, thereby avoiding interest on non-disputed charges.

**4. Changes:** Any modification of the services to be performed by OE shall be contained in a written amendment, signed by OE and Client. Notwithstanding the absence of a written amendment, Client agrees to pay for reasonably necessary, increased or additional services due to any change in government regulations or procedures.

**5. Integration:** This agreement is the complete and fully integrated agreement between the parties. If any part of this agreement should be determined to be unenforceable, then the remaining provisions of this agreement shall remain in full force and effect.

**6. Indemnity:** Client shall hold and save consultant harmless from any and all liability, costs, expenses or damages to the work or the project, and for injury or death or damage to property or persons or in connection with the work or the project, arising out of the acts or omissions of client, its employees, agents, subcontractors, or otherwise arising out of the performance of the work, including, but not limited to, the presence of any hazardous materials or pollution on the property, excepting only as such may arise due to the sole negligence of consultant. Client's duty to indemnify for damages

## **Attachment A.**

**Task 1. Habitat Assessment and Report.** OE will conduct a habitat assessment on the property including flagging the ordinary high water mark for Rock Creek and Rock Cove near the project area and other habitat features that occur observed within or near the study area. The flagged habitat features will be recorded with a GPS unit with sub-meter accuracy. OE will query Washington Departments of Fish & Wildlife and DNR to determine the presence of previously identified protected species, habitats or plants occur within the study area. OE will prepare a report that outlines the results of the habitat assessment under the guidelines of Stevenson Municipal Code (SMC) 18.13.095 – Fish and Wildlife Habitat Conservation Areas  
**36 hours x \$152.00/hour = \$5,472.00**

**Task 2. Meetings/Consultation.** OE will participate in meetings/consultation with the client, other project consultants and regulatory agency personnel to discuss permitting and environmental issues. This will also include the attendance of a public hearing if needed.  
**8 hours x \$152.00/hour = \$1,216.00**



arising out of bodily injury to persons or damage to property caused by the concurrent negligence of consultant and owner shall apply only to the extent of the negligence of client. Client shall hold and save consultant harmless from any and all liability, costs, expenses, damages, fines or other fees, including attorney fees, arising out of any act, omission, directive or order client, its agents, employees or subcontractors, in the performance of the work, which acts or omissions are in violation of or not in compliance with any federal, state, local or other public agency permit, regulation, or law, including but not limited to those pertaining to the protection of the environment, air, water, soil, noise or public private property.

**7. Fees; Venue:** In the event of any action or suit between the parties, arising out to this agreement, including collection of any unpaid fees, the prevailing party shall be entitled to collect its reasonable costs and attorney fees. Venue shall be in Clark County, Washington.

**8. Liens:** The consultant shall have the right to file a lien, and in Washington a notice of professional services and/or lien to protect its right to payment as provided by RCW 60.04. et. seq.

**Client Authorization**

The terms of this agreement are valid for a period of 90 days after signed by Olson Environmental, LLC. By signing below, the Client agrees to the terms and conditions outlined in this Environmental Services Agreement

\_\_\_\_\_  
Client

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address:

\_\_\_\_\_  
Phone Number:

\_\_\_\_\_

\_\_\_\_\_  
Email:

\_\_\_\_\_

Olson Environmental, LLC by

*Kevin L. Grosz*  
\_\_\_\_\_  
222 E. Evergreen Blvd.  
Vancouver, WA 98660  
(360) 693-4555

July 5, 2022  
\_\_\_\_\_  
Date

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

**ATTEST:**

**BOARD OF COMMISSIONERS  
SKAMANIA COUNTY, WASHINGTON**

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

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

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

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

**Approved as to form only:**

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

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



**SKAMANIA COUNTY BOARD  
OF COMMISSIONERS**

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

(509)427-3700  
(509) 427-3708 Fax

Richard Mahar  
District 1

Tom Lannen  
District 2

Bob Hamlin  
District 3

September 13, 2022

Ken Bajema  
102 Prindle Road  
Washougal, WA 98671  
[ken.bajema@co.skamania.wa.us](mailto:ken.bajema@co.skamania.wa.us)

Re: Re-Appointment to position 1-A on Planning Commission

Dear Ken:

We are pleased to inform you that on September 13, 2022, the Board of County Commissioners re-appointed you to serve in position 1-A on Skamania County's Planning Commission. This is a four-year appointment that expires on August 31, 2026. We have forwarded this information to the Community Development Department.

Thank you for your continued interest in serving on this Board. We appreciate your dedication to Skamania County.

Sincerely,

Richard Mahar  
Chair

cc: Alan Peters, Community Development Director



August 15 2022

Board of Skamania County Commissioners

PO Box 1009

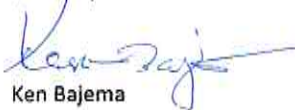
Stevenson WA 98648

RECEIVED  
SKAMANIA COUNTY  
AUG 22 2022  
COMMUNITY DEVELOPMENT  
DEPARTMENT

Dear Commissioners

I would appreciate the opportunity to be reappointed to the Skamania County Planning Commission. I look forward to working with Alan Peters, the Planning staff and members of the Commission to address County planning issues.

Sincerely

  
Ken Bajema



**SKAMANIA COUNTY BOARD  
OF COMMISSIONERS**

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

(509)427-3700  
(509) 427-3708 Fax

Richard Mahar  
District 1

Tom Lannen  
District 2

Bob Hamlin  
District 3

September 13, 2022

Mat Joy  
961 Wind River Highway  
Carson, WA 98610  
CarsonHardware@gmail.com

Dear Mat:

We are pleased to inform you that on September 13, 2022, the Board of County Commissioners re-appointed you to serve in position 2-A on the Skamania County Planning Commission. This is a four-year term that will expire on August 31, 2026. We have forwarded this information to the Community Development Department.

Thank you for your continued interest in serving on this Board. We appreciate your dedication to Skamania County.

Sincerely,

Richard Mahar  
Chair

cc: Alan Peters, Community Development Director




Dear Commissioners,

Thank you for my appointment to the planning commission. I have enjoyed my time on the board and would like to continue. I have served on the board for two years, one of those years being the chair and have gained good experience and knowledge while doing so. I would like to believe my active role and research on agenda items has helped direct outcomes or at least brought perspective to the board. As stated before I do enjoy this appointment and would like to continue for another term.

Thank you,

Mat Joy 912-777-8130

COMMISSIONER'S AGENDA ITEM COMMENTARY

<b><u>SUBMITTED BY</u></b>	<u>Public Works</u> Department	 Signature
<b><u>AGENDA DATE</u></b>	September 13, 2022	
<b><u>SUBJECT</u></b>	Ratify the Chair's signature on Change Order #1 with emtech for restoring Rock Creek Picnic Shelter after damage due to fire.	
<b><u>ACTION REQUESTED</u></b>	- Approve Change Order with <b>emtech</b> for \$2,400	

**SUMMARY/BACKGROUND**

On May 1, 2022 the Picnic Shelter at Rock Creek Park experienced a fire and sustained significant damage. On May 10, 2022 Skamania County Public Works Department sent out notification of the need of Fire Restoration to every contractor on the Small Works Roster that listed Fire Restoration as an area of expertise. In order to complete the work, it requires a change order of \$2,400 to remove the fireplace, which has been approved by Risk Pool.

**FISCAL IMPACT**

To be paid by insurance

**RECOMMENDATION**

Ratify the Chair's signature on the change order with **emtech** to perform the necessary fire restoration at the Rock Creek Picnic Shelter.

**LIST ATTACHMENTS**

**emtech** Change Order #1  
email from Risk Pool



635 W Reynolds Ave. Centralia WA 98531  
360-748-4891

Quote

Customer: Skamania County	Date: July 25 <sup>th</sup> 2022
ATTN: Tim Elsea/Gerry Larsen/Debi Vancamp	
Job Name/Number: Skamania County Fire Damaged Shelter	
Scope	Price
Removal of damaged, non-compliant fireplace, hood, fire piping and remove chimney. Repair and seal roof from removal of chimney. Disposal of materials.	\$3400
Credit of work not performed, based on previous quote, to repair damaged fire brick within the shelter fireplace.	(\$1000)
<b>Total</b>	<b>\$2400</b>

**Exclusions:** Rockwall work, structural support modification, any additional concrete work or patching not set out above will incur additional costs associated with additional materials and labor.

**Disclaimer:** Unless otherwise expressly stated in the quotation, this quotation will be valid for a period of 30 days after it is issued by Emtech, LLC. Beyond that, quotations will require confirmation or adjustment by Emtech, LLC. Billing details shall be negotiated mutually between Emtech, LLC and the Prime Contractor.

Accepted By (Printed): Richard Mahar, BOCC Chair  
Signature: [Signature]  
Date: 9-7-22



## Tim Elsea

---

**From:** Debi Vancamp  
**Sent:** Wednesday, August 10, 2022 4:58 PM  
**To:** Tim Elsea  
**Subject:** FW: Skamania County Fire Damaged Shelter-Additive Quote  
**Attachments:** DCFE360C48304D4682B83AEB47DD60A0.png; image001.jpg; image002.jpg; Timely Construction letter re Rock Creek Park fireplace.docx; Skamania County Fire Damaged Shelter Fireplace Removal.pdf

Its approved to move forward

**From:** Joel Booth <Joel.Booth@us.crawco.com>  
**Sent:** Wednesday, August 10, 2022 4:53 PM  
**To:** Debi Vancamp <vancamp@co.skamania.wa.us>  
**Subject:** Re: Skamania County Fire Damaged Shelter-Additive Quote

**WARNING:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Approved

Best Regards,

**Joel Booth**  
Managing Executive General Adjuster – Crawford Global Technical Services

D +01 [206.276.1748](tel:206.276.1748) M +01 [206.407.9541](tel:206.407.9541)  
E [Joel.Booth@us.crawco.com](mailto:Joel.Booth@us.crawco.com)  
W [www.crawco.com](http://www.crawco.com)  
A [1242 State Avenue, Suite I, PMB 134, Marysville, WA 98270](https://www.crawco.com/1242-State-Avenue-Suite-I-PMB-134-Marysville-WA-98270)

**Crawford & Company**  
Restoring and enhancing lives, businesses and communities

On Aug 10, 2022, at 4:40 PM, Debi Vancamp <[vancamp@co.skamania.wa.us](mailto:vancamp@co.skamania.wa.us)> wrote:

It appears they want to remove the fireplace and not put back in. Will this amended quote be approved? Do they have permission to go ahead?

**From:** Tim Elsea <[elsea@co.skamania.wa.us](mailto:elsea@co.skamania.wa.us)>  
**Sent:** Wednesday, August 10, 2022 4:15 PM  
**To:** Debi Vancamp <[vancamp@co.skamania.wa.us](mailto:vancamp@co.skamania.wa.us)>  
**Subject:** FW: Skamania County Fire Damaged Shelter-Additive Quote  
**Importance:** High

*ben@emtech.us*

Hi Debi,

Do we have approval from WCRP for this change order?

Thank you,

Tim

**From:** Raelyn Towns <[raelynt@emtech.us](mailto:raelynt@emtech.us)>

**Sent:** Monday, July 25, 2022 1:02 PM

**To:** Tim Elsea <[elsea@co.skamania.wa.us](mailto:elsea@co.skamania.wa.us)>

**Cc:** Gerry Larsen <[larsen@co.skamania.wa.us](mailto:larsen@co.skamania.wa.us)>; Debi Vancamp <[vancamp@co.skamania.wa.us](mailto:vancamp@co.skamania.wa.us)>; Vanessa Jenrette <[vanessaj@emtech.us](mailto:vanessaj@emtech.us)>

**Subject:** Skamania County Fire Damaged Shelter-Additive Quote

**Importance:** High

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Good afternoon Tim,

Per your conversation with Ben and Tim onsite, attached is the additive quote for the damaged fireplace at the fire damaged shelter. As you are aware, the fire place is no longer in compliance with current code which would require the full fireplace to be rebuilt or for the fireplace to be completely removed. Also attached is a scope letter from my technician that is currently performing the work on the shelter and would be carrying out the work on the fireplace should you approve this quote.

For the purpose of this quote, I have excluded the rock wall work as per conversations with Gerry, I believe the plan is to cover the wall with a bench once the fireplace is removed.

Should this quote be acceptable, please sign and date the provided quote and forward back to me. Once approval is received I can have my technician continue with the work as agreed.

Should you have any questions please do not hesitate to contact me.

Kind regards,

**Raelyn Towns**  
Project Manager

Project Estimator

Office. 360-748-4891  
Fax. 360-335-6882  
635 W. Reynolds Ave.,  
Centralia, WA 98531  
Washington // Oregon // Idaho

Email: [bids@emtech.us](mailto:bids@emtech.us) [raelynt@emtech.us](mailto:raelynt@emtech.us)  
Website: [www.emtech.us](http://www.emtech.us)

Note: Please send emails regarding work orders, purchase orders, scheduling work, quote approval, and all correspondence related to projects to [projects@emtech.us](mailto:projects@emtech.us). Please send invoices and/or billing questions to [accounting@emtech.us](mailto:accounting@emtech.us)

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Timely Construction, Inc.  
P.O. Box 910  
Camas, WA 98607  
July 13, 2022

To whom it may concern;

I am Timothy Seaton, owner of Timely Construction, Inc., a business building, repairing and maintaining fireplaces, masonry heaters, and wood fired ovens throughout the U.S. from our location in Skamania County. From time to time we have worked with Emtech LLC and they have asked us to help them on the repair of the fire damage at Rock Creek Park.

Ben Booher of Emtech and I stopped by and examined the damage with Jerry yesterday.

This letter is to express my concerns about the fireplace. I should mention that I first began building fireplaces with my father and grandfather some six decades ago, have an engineering degree from one of the Northwest universities, have run my own business since 1990, and have been a board member of several of the hearth industry trade associations and sat on their technical committees as well as participating for them in the ASTM and other processes writing codes and standards. I currently live just off Salmon Falls Road in the west portion of the county.

The fireplace at Rock Creek does not meet the codes for its build date in 1976 let alone for today. I have supplied Emtech with a copy of the 2018 International Building Code which Washington adopts for reference. The Rock Creek Park fireplace:

1. Lacks seismic reinforcement (IBC 2111.4). The stonework has wall ties tying it to the wood structure behind appropriate for masonry veneer but that is all.
2. Is not solidly grouted at the firebox and is inappropriately constructed at the smoke chamber above the firebox (IBC 2111.6). The smoke chamber lacks a refractory liner and sufficient thickness. This is where the masonry heated up and ignited the wood structure behind.
3. Does not have a compliant steel element (IBC 2111.6.1). There is inadequate provision to adequately tie together the masonry and steel portions, the steel needs to be thicker and surrounded with masonry, and the design needs to be tested and/or certified.
4. Has **no** clearance to the combustible wood behind (IBC 2111.12). 2" was required in both 1976 and now; 4" is required at the firebox now). This is the cause of the heat transmission which ignited the wall behind.
5. Has itself sustained significant structural damage; not only to the firebrick at the back wall but to the firebrick and concrete supporting structure at the floor.

In my opinion there is no way to make the existing fireplace code compliant and safe short of a tear down, redesign and complete rebuilding. The many decades it has served without creating problems testifies that it has been lightly and sporadically used, a situation which is unlikely to continue.

We would be happy to work with you to build a new fireplace, but given the existing scope of work and what I was told about the need for the use of the rest of the building I would recommend leaving the existing stone wall in place and removing the fireplace elements. New stonework could be substituted for the existing firebrick or (with less risk of disturbing the existing work) laid in front and the restroom portions quickly repaired.

Sincerely,

Timothy N. Seaton, President  
Timely Construction, Inc.  
WA #TIMELCI043N7

cc: Benjamin Booher, Emtech, LLC  
Debbie VanCamp  
Gerry Larsen

## Tim Elsea

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Approved

Best Regards,

**Joel Booth**  
Managing Executive General Adjuster – Crawford Global Technical Services

D +01 [206.276.1748](tel:206.276.1748) M +01 [206.407.9541](tel:206.407.9541)  
E [Joel.Booth@us.crawco.com](mailto:Joel.Booth@us.crawco.com)  
W [www.crawco.com](http://www.crawco.com)  
A [1242 State Avenue, Suite I, PMB 134, Marysville, WA 98270](https://www.crawco.com/1242-State-Avenue-Suite-I-PMB-134-Marysville-WA-98270)

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Should you have any questions please do not hesitate to contact me.

Kind regards,

**Raelyn Towns**  
Project Manager

Project Estimator

Office. 360-748-4891  
Fax. 360-335-6882  
635 W. Reynolds Ave.,  
Centralia, WA 98531  
Washington // Oregon // Idaho

Email: [bids@emtech.us](mailto:bids@emtech.us) [raelynt@emtech.us](mailto:raelynt@emtech.us)

Website: [www.emtech.us](http://www.emtech.us)

Note: Please send emails regarding work orders, purchase orders, scheduling work, quote approval, and all correspondence related to projects to [projects@emtech.us](mailto:projects@emtech.us). Please send invoices and/or billing questions to [accounting@emtech.us](mailto:accounting@emtech.us)

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

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

3. Contractor Information: Contractor: Beacon Health Options, Inc.  
Contact: Karen Black  
Address: 1220 Main Street, 4th Floor  
Address: Vancouver WA 98660  
Phone: 253-313-8066  
Email: karen.black@beaconhealthoptions.com

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

5. Term of Contract: From: July 1, 2022 To: June 30, 2023

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

- Exempt (Purchase is \$2,500 or less upon order of the Board of Commissioners)
- Informal Bid Process (Formal Quotes between \$2,500 and \$25,000)
- Formal Sealed Bid Process (Purchase is over \$25,000)
- This contract was awarded under RCW 39.29 or Skamania County Code \_\_\_\_\_. Please provide a summary of the competitive process by which this contract was awarded or the exemption and why it applies. \_\_\_\_\_

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. Original Contract Amount: \$ 27,415 Source: Beacon Health  
Amendment Amount: \$

TOTAL FUNDS ANTICIPATED: \$ 27,415


8. County Contact Person: Name: Allen Esaacson  
Title: Data & Finance Manager

9. Department Approval:   
Department Head or Elected Official Signature

Special Comments:

Please send signed PDF of signature page to Karen Black at Beacon Health Options via email.

**COMMISSIONER'S AGENDA ITEM COMMENTARY**

<b><u>SUBMITTED BY</u></b>	Community Health Department	Signature 
<b><u>AGENDA DATE</u></b>	BOCC, 9/13/2022	
<b><u>SUBJECT</u></b>	Beacon Health Options (Value Options) DOC CBRA Grant	
<b><u>ACTION REQUESTED</u></b>	Signature	

**SUMMARY/BACKGROUND**

Agreement to provide long-term or bridge housing subsidies for eligible populations in Skamania County under the Department of Commerce (DOC) Community Behavioral Health Rental Assistance Program grant.

**FISCAL IMPACT**

**REVENUE CONTRACT**

\$27,415 Cost reimbursement,

**RECOMMENDATION**

Sign (page 8)

**LIST ATTACHMENTS**

Face Sheet  
Contract Amendment

**SPECIAL INSTRUCTIONS**

Please email signed contract signature page to Karen Black,  
[karen.black@beaconhealthoptions.com](mailto:karen.black@beaconhealthoptions.com)

**AGREEMENT FOR PROVISION OF SERVICES  
BY AND BETWEEN  
BEACON HEALTH OPTIONS, INC.  
AND  
SKAMANIA COUNTY DBA  
SKAMANIA COUNTY COMMUNITY HEALTH**

This Agreement is made as of July 1, 2022 (the "Effective Date"), by and between Beacon Health Options, Inc., a Virginia corporation with offices at 200 State Street, Suite 302 Boston, MA 02109 ("Beacon"), and Skamania County DBA Skamania County Community Health (hereinafter "Vendor"), a political subdivision of the State of Washington located at 710 SW Rock Creek Drive, Stevenson, WA 98648 (each a "Party" and together the "Parties").

WHEREAS, Beacon wishes to purchase services more particularly set out on Exhibit A; and

WHEREAS, Vendor desires to provide the said services to Beacon under the terms and conditions set out herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter expressed, the sufficiency and receipt of which is hereby acknowledged, the Parties hereto, intending to be legally bound, agree as follows:

1. Scope of Services. Vendor agrees to provide on a non-exclusive basis the services described in Exhibit A, that is attached and incorporated into this Agreement as if fully set forth herein, and those incidental thereto (the "Services"). Vendor agrees to provide the Services promptly and diligently, in a competent and professional manner, in accordance with all applicable laws, in accordance with the rules, regulations, and policies of Beacon (including, but not limited to, written policies and procedures that relate to the federal False Claims Act and similar state laws and an employee's right to be protected as a whistleblower, as well as policies and procedures for detecting and preventing fraud, waste and abuse in state and federal health care programs), in accordance with accreditation standards applicable to Beacon, and to Beacon's satisfaction. To the extent applicable to Services, Vendor agrees to participate in Beacon's quality improvement and patient safety programs and, as part of those programs, establish and follow Beacon's procedures for consistency and quality of patient care services. Vendor represents and warrants that it is properly licensed and in compliance with the laws and regulations to provide the Services. If any provision or term of Exhibit A and this Agreement are inconsistent, the provision or term of this Agreement shall govern.
2. Compensation. The payment schedule and total compensation to be paid by Beacon to Vendor is set forth in Exhibit A. Beacon will not compensate Vendor for services which are not either contained in Exhibit A or agreed to in writing by the representative authorized to sign this Agreement on behalf of Beacon. Unless expressly advised otherwise in writing, Beacon shall send compensation due to the Vendor to the address set forth in the Notice provisions of this Agreement.
3. Term. This Agreement shall commence as of the Effective Date and will be for the period of one year, at which time it shall automatically terminate without any further action required on the part of any Party; provided, however, if a Statement of Work described in Exhibit A to this Agreement is in progress at the time of the first anniversary of this Agreement, then this Agreement shall automatically renew for renewal terms of one year each for so long as necessary to complete the Statement of Work as set forth in Exhibit A.

4. Confidentiality. Vendor understands that during the course of providing Services pursuant to this Agreement, Vendor may receive from Beacon or contribute to the production of "Confidential Information" (as defined below) and accordingly agrees as follows:
- a. For the purposes of this Agreement, "Confidential Information" means information or material proprietary to Beacon or its affiliated or related entities or designated as confidential by Beacon, which Vendor develops or of which it may obtain knowledge or access to as a result of Vendor's relationship with Beacon. This includes information originated, discovered, or developed in whole or in part by Vendor under this Agreement and includes, but is not limited to the following types of information and other information of a similar nature (whether or not reduced to writing): ideas, concepts, designs, audit materials, reports, results, data, documentation, diagrams, research, development, processes, procedures, "know-how", physician fee schedules, reimbursement fee schedules, marketing techniques and materials, marketing and development plans, customer, subscriber, member, officer, director, or provider names, medical records, and other information related to such individuals or entities, price lists, reimbursement policies, and financial information. Confidential Information also includes any information described above that Beacon treats as proprietary or designate as confidential, whether or not owned or developed by Beacon. Notwithstanding anything in this section to the contrary, Confidential Information shall not include Vendor's consumer records for services provided pursuant to this Agreement and Beacon makes no claim to ownership of such files.
  - b. It is not intended at the inception of this Agreement that Protected Health Information, as defined below ("PHI") shall be exchanged in the performance of Services under this Agreement. In the event that it becomes necessary for PHI to be exchanged for the performance of Services hereunder, then the parties agree to enter into a Business Associate Agreement.
    - i. "Protected Health Information" shall have the same meaning as the term "protected health information" under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Health Information Technology for Economic and Clinical Health Act, and regulations and guidance promulgated thereunder, but limited to the information created, received, maintained or transmitted by Vendor on behalf of Beacon.
  - c. Prior to receiving access to Beacon's system, Beacon reserves the right to require Vendor's employees to execute a data usage agreement substantially similar to that signed by Beacon employees prior to receiving system access. Notwithstanding any provision to the contrary, Beacon reserves the right to bar access in its sole discretion to Beacon's systems (including but not limited to access to PHI) and to the Premises to any of Vendor's employees or agents for any nondiscriminatory reason.
  - d. Vendor agrees to turn over all copies of all materials in any way incorporating or reflecting Confidential Information in Vendor's control to Beacon upon the earlier of Beacon's request or termination of Vendor's Services under this Agreement.
  - e. Vendor agrees during and after the term of this Agreement to hold in confidence and not to directly or indirectly reveal, publish, disclose, or transfer any of the Confidential Information to any person or entity without the prior written consent of Beacon. Vendor agrees not to utilize Confidential Information for any purposes, except in the course of Vendor's rendering of services for Beacon. Vendor agrees to advise its employees, agents and subcontractors with access to the Confidential Information of its confidentiality. Vendor further agrees to require its agents and subcontractors with access to Confidential Information to execute a confidentiality agreement in a form acceptable to Beacon.

- f. Notwithstanding anything to the contrary, Vendor shall not have any obligation with respect to any Confidential Information or any portion thereof that Vendor can establish:
    - i. is or becomes publicly available through no wrongful act of Vendor;
    - ii. was lawfully obtained by Vendor from a third party without any obligation to maintain the Confidential Information as proprietary or confidential;
    - iii. was previously known to Vendor without any obligation to keep it confidential;
    - iv. was independently developed by Vendor (entirely independent of any services rendered to Beacon); or
    - v. is legally required to be disclosed, provided that Vendor uses its commercially reasonable efforts to notify Beacon of any request or subpoena for the production of any Confidential Information so that Beacon may seek an appropriate protective order or other remedy and Vendor will cooperate with Beacon to obtain such protective order. In the event that such protective order or other remedy is not obtained, Vendor (or such other persons to whom such request is directed) will furnish only that portion of the Confidential Information that, in the written opinion of its legal counsel, is legally required to be disclosed and, upon Beacon's request, use its best efforts to obtain assurances that confidential treatment no less favorable to Beacon than that set forth in this Agreement will be accorded to such information.
  - g. Vendor shall maintain up-to-date "best practices" security measures to protect against unauthorized access to Beacon's Confidential Information. Vendor represents and warrants that all equipment used and maintained to provide services hereunder shall be equipped and routinely updated with all current industry standards security protections, including but not limited to anti-virus protections, spyware and security packages. All security protections shall be in compliance with the specifications of HIPAA.
  - h. The provisions of this Section 4 shall survive termination of this Agreement.
5. Indemnification. The Parties agree to indemnify and hold each other harmless from all damages and liability, including reasonable attorney's fees, incurred as a result of their (a) violation of any obligations under this Agreement; (b) negligence or willful acts; or (c) violation of any third-party's privacy rights, property rights, trade secrets, proprietary information, trademark, copyright, or patent rights and claims for libel and slander or unfair trade practices in connection with the performance of Services under this Agreement. The provisions of this Section shall survive termination of this Agreement.
6. Safeguarding of Property. Vendor agrees to take reasonable precautions to safeguard any of Beacon's property entrusted to Vendor's custody or control.
7. Responsibilities Upon Termination. No later than ten (10) business days from termination of this Agreement for any reason by either Party, Vendor covenants and agrees to transfer, deliver, or make available to Beacon any and all property and materials in its possession or control belonging to or paid for by Beacon. The provisions of this Section shall survive termination of this Agreement.
8. No Commitments to Third Party Vendors. Vendor agrees it shall not commit Beacon to any purchase or other obligations nor will it disseminate any material or make any payments in Beacon's name except pursuant to Beacon's prior written approval.
9. Non-Solicitation of Personnel. Neither Party shall directly or indirectly solicit the employment of any of the other Party's personnel who have been directly involved in this Agreement for a period of three (3)

months from the earlier of the termination of such individual's employment at the other Party or the last day Services were rendered under this Agreement or termination of this Agreement, unless agreed to in writing by the other Party. This section shall not apply to individuals responding to an employment advertisement. The provisions of this Section shall survive termination of this Agreement.

10. Vendor Personnel. Vendor shall hire skilled and trustworthy personnel to take all necessary care to prevent loss or damage to Beacon's medical records, files or any other documents, regardless of the media, (collectively as "Documents") stored created or used in performing Services hereunder. If any Documents are lost, damaged or destroyed through fault of Vendor's personnel, Vendor shall pay for all expenses necessary to re-create the Documents. Vendor's personnel shall conform to the requirements of law and to the rules and regulations of Beacon, including those regarding personnel identification and conduct. Beacon has the right to request removal of any of Vendor's personnel from performing Services hereunder for any reason.
11. Submission of Invoices. Vendor shall submit invoices for rendered Services, which describe in reasonable detail the Services for which Beacon are being billed. This invoice shall include a description of the Services provided, for whom they were provided, the hours and date(s) of Services, the Vendor's tax identification number, any requisite tax reporting forms, and the portion of the total project cost that these hours represent. The Parties agree that the total payment for all Services and the payment schedule pursuant to which Vendor is to be paid are described in Exhibit A.
12. Termination. This Agreement shall be for the Term set forth in Section 3 hereof. Notwithstanding the foregoing, this Agreement may be terminated earlier as follows:
  - a. Without Cause Termination. Beacon may terminate this Agreement (including but not limited to any SOWs in effect at the time of termination) at any time without cause effective upon thirty (30) days prior written notice. Vendor understands that during this notice period, Services will continue to be required only on an "as-needed" basis. In the event of early termination of Services, Vendor shall be entitled to compensation through the date of termination; however, to the extent that compensation has been paid by Beacon in advance of Services being rendered, then Beacon shall be entitled to a return of fees, on a pro-rata basis, attributable to the period of time following termination. Vendor may also terminate the contract without cause upon thirty (30) day notice.
  - b. For Cause Termination. If either Party defaults in the performance of any of its duties and obligations under this Agreement, and the default has not been substantially cured within ten (10) days after written notice has been given to the defaulting Party, then the Party not in default may, upon written notice to the defaulting Party, terminate this Agreement as of a date specified in that notice and may avail itself of any remedies available at law or in equity. Notwithstanding the foregoing, Vendor agrees that Beacon shall have the right to immediately terminate this Agreement as set forth in any Business Associate Agreement if Vendor has violated a material term thereof.
  - c. Termination of all Statements of Work ("SOW"). The Term of this Agreement shall automatically terminate upon the effective date of termination or expiration of the last SOW hereunder to expire or be terminated.
  - d. Prohibition on Criminally Charged or Excluded Owners, Individuals or Entities. Vendor warrants and agrees that, to the best of its knowledge, its employees and/or staff who perform Services (together, "Verified Individuals") have been, are not nor are proposed to be (i) charged with a criminal offense involving government business, (ii) included on the List of Excluded Individuals and Entities (LEIE) posted by the Office of the Inspector General of the Department of Health and Human Services (OIG) or by the applicable state's Office of the Medicaid Inspector General

(OMIG) on their respective websites, or (iii) indicated as being debarred on the Excluded Parties List System (EPLS) or the System for Award Management (SAM) websites, each administered by the General Services Administration (listings individually as "Excluded List" and collectively as "Excluded Lists"). Vendor shall provide immediate notice to Beacon in the event that it or any of its Verified Individuals becomes or is proposed to be: (i) charged with a criminal offense involving government business; or (ii) listed on an Excluded List or otherwise debarred from performing services paid for by government monies. Vendor understands and agrees that any of the Verified individuals being charged or included on any of the Excluded Lists may be grounds for immediate termination of the Agreement. Vendor further understands and agrees that Beacon shall not make payment hereunder for any services performed by Vendor while it is charged with a crime involving government business or listed on an Excluded List and that, upon being or proposed to be so charged or placed on an Excluded List Vendor shall immediately cease performing Services hereunder.

13. Records. Notwithstanding any provision to the contrary in this Agreement or in a Statement of Work, Vendor covenants and agrees that it shall not withhold under any circumstance any records of Services provided hereunder, including, but not limited to, one for unpaid compensation on the part of Beacon). This provision of this Section shall survive the Agreement's termination, breach or any other legal right to cease performance by Vendor.
14. Discrimination. Vendor agrees that, in conformity with applicable law and regulations (including, but not limited to, 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a)), it shall not discriminate against qualified individuals based on their status as protected veterans or individuals with disabilities. Vendor further agrees that it will not discriminate against individuals based on their race, color, religion, sex, or national origin.
15. Pre-Placement Requirements. If any of Vendor's employees or agents will perform Services under this Agreement on-site at Beacon or have access to PHI, such individuals must have undergone a pre-placement employment screening as set forth in Beacon's policies and procedures (including but not limited to criminal background checks), as amended from time to time.
16. Insurance. Vendor agrees to insurance in such minimum amounts and under the terms set forth in Exhibit B, which is attached to and made part of this Agreement as if fully set forth herein. Acceptance by Beacon of insurance under terms other than as listed in Exhibit B shall not serve as a waiver or modification of Beacon's rights to require performance at a later time.
17. Medicare Advantage/CFAD: Vendor acknowledges that Beacon has entered into payor contracts relating, amongst other things, to Medicare Advantage products and to the Capitated Financial Alignment Demonstration Model (a national demonstration program for people dually eligible for Medicare and Medicaid). In the event that the terms of the payor contracts require that this Agreement incorporate specific contractual terms that are not otherwise included herein, then Vendor shall fully cooperate with Beacon in amending this Agreement to add the requisite terms.
18. General Terms.
  - a. Notices. All notices, requests and other communications to any Party will be in writing and will be addressed to the receiving Party's address set forth below or to such other address a party may designate by notice hereunder, and will be either (i) delivered by hand, (ii) sent by recognized overnight courier, or (iii) sent by certified mail, return receipt requested, postage pre-paid, as follow:

If to Vendor: Skamania County DBA Skamania County Community Health

710 SW Rock Creek Drive  
PO Box 1492  
Stevenson, WA 98648

If to Beacon: Beacon Health Options, Inc.  
240 Corporate Blvd.  
Norfolk, Virginia 23502

with a copy to

Beacon Health Strategies LLC  
200 State Street, Suite 302  
Boston, MA 02109  
Attention: General Counsel

All notices, requests and other communications hereunder will be deemed to have been given (i) if by hand, at the time of the delivery thereof to the receiving party at the address of such party set forth above, (ii) if sent by overnight courier service, on the next business day following the day such notice is delivered to the courier service, or (iii) if sent by certified mail, if sent by certified mail, on the date of actual receipt, as evidenced by receipt itself.

- b. Amendment. This Agreement constitutes the entire understanding of the Parties and supersedes all prior representations and understandings, whether oral or written with respect to the Services performed under this Agreement. Any amendments or modifications will not be effective unless mutually agreed upon in a writing signed by an authorized representative of each Party. Notwithstanding anything to the contrary in the foregoing, the Parties agree that this Agreement shall be modified as is necessary for Beacon to comply with any changes required in regard to Protected Health Information or Electronic Protected Health Information, as set forth in any Business Associate Agreement.
- c. Waiver. No failure to exercise and no delay in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall it affect the right of such party to require performance at a later time.
- d. Independent Contractors. This Agreement is not intended and is not to be construed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement. Vendor at no time shall hold itself out as Beacon's agent for any purpose, and shall have no authority to bind Beacon to any obligation. Each Party agrees to assume complete responsibility for itself and its own employees, agents and representatives with regard to federal and state taxes, employer's liability, health care coverage, workers' compensation, social security, and unemployment insurance, occupational safety and health administration requirements and all other federal, state and local laws. The Vendor expressly agrees and acknowledges that Beacon is not responsible to pay or withhold, on behalf of Vendor or any of Vendor's employees, agents or representatives, any state or federal income taxes, self-employment taxes or any other taxes that may be payable as a result of the compensation paid for the services rendered by Vendor. Neither the Vendor nor any employee, agent or representative of the Vendor shall have a claim against Beacon for vacation pay, paid sick leave, retirement benefits, health care coverage, social security, workers compensation, disability, professional malpractice or unemployment insurance benefits or any other employee benefit of any kind. Vendor agrees to indemnify and hold harmless Beacon from any and all loss or liability incurred by Beacon and arising from the Vendor's failure to make any such payments or



withholdings and/or to provide such benefits, if any. The provisions of this Section shall survive termination of this Agreement.

- e. Headings. The headings contained in this Agreement are for convenience of reading and are not intended to have any substantive significance in the interpretation of this Agreement.
- f. Taxes. Except for sales and use tax applicable to products purchased under this Agreement, Vendor is responsible for payment of all taxes arising out of this Agreement.
- g. Applicable Law. This Agreement will be governed by and construed according to the laws of Washington, exclusive of its conflicts of laws statute, and any dispute shall be resolved in the proper state or federal court in Washington. The provisions of this Section shall survive termination of this Agreement.
- h. Assignment. This Agreement, and any of its rights and obligations hereunder, may not be assigned by any Party without the prior written consent of the other Party(ies), and such consent may be withheld in any Party's sole discretion.
- i. Inurement. This Agreement shall bind and inure to the benefit of the Parties, their parent and affiliated corporations and their respective transferees, successors and permitted assigns.
- j. Use of Name. Vendor may not use Beacon's name or logo except with Beacon's prior written approval of the specific intended use.
- k. Severability. In the event that any portion of this Agreement is determined to be void or unenforceable, that provision will be deemed to be restated to reflect as nearly as possible the original intent of the Parties in accordance with applicable law, and the remaining provision will continue in full force and effect. In the event that the provision cannot be reformed so as to reflect as nearly as possible the original intent of the Parties, then this Agreement may be terminated by either party upon written notice upon the other, and no further obligations shall be owed by the Parties to each other.
- l. Counterparts. This Agreement may be executed counterparts and by facsimile, each of which shall be deemed an original but all of which shall constitute one and the same instrument. The Parties further agree that an electronically scanned email signature or facsimile signature shall have the same legal significance (for this document and any counter parts only) as an original signature.
- m. Meaning of terms. Whenever required by the context of this Agreement, the singular shall include the plural and the plural shall include the singular, and the masculine, feminine and neuter genders shall each include the others, and the word "person" shall include corporations, partnerships or other entities. This Agreement shall not be construed as having been drafted by one party as opposed to the other.
- n. Survival. As of the effective date of termination of this Agreement, no party shall have any further rights or obligations hereunder except for rights and obligations accruing prior to such effective date of termination, or arising as a result of any breach of this Agreement. Notwithstanding the foregoing, any provision of this Agreement creating obligations beyond the term of this Agreement shall survive the termination of this Agreement, regardless of the reason for such termination. Moreover, termination in accordance with the terms of this Agreement shall not affect any rights or obligations arising prior to the effective date of termination.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

SKAMANIA COUNTY DBA SKAMANIA COUNTY COMMUNITY HEALTH

By: \_\_\_\_\_  
Name:  
Title:  
TIN: 916001363

\_\_\_\_\_ Date

BEACON HEALTH OPTIONS, INC.,

By: \_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_ Date

**EXHIBIT A  
WASHINGTON STATE DEPARTMENT OF COMMERCE REQUIREMENTS**

The following terms and provision are incorporated into the Agreement. To the extent the terms and conditions in this Exhibit A are inconsistent with the Agreement, the terms and conditions of this Exhibit A shall govern.

1. Vendor shall release to Beacon any information that Beacon deems necessary for Beacon to perform its obligations under its Community Behavioral Health Rental Assistance Program (CBRA) grant agreement with the Washington Department of Commerce (DOC). DOC and the State of Washington are not liable for claims or damages arising from the Vendor 's performance of this contract.
2. GRANT MANAGEMENT
  - a. A Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Grant.
3. COMPENSATION
  - a. Beacon shall pay an amount not to exceed that outlined in the budget in Exhibit B for the performance of all things necessary for or incidental to the performance of work as set forth in Exhibit B. Vendor's compensation for services rendered shall be based on the following rates or in accordance with the following terms:
4. BILLING PROCEDURES AND PAYMENT
  - a. Beacon will pay Vendor upon acceptance of services provided and receipt of properly completed invoices, using the format provided by Beacon, which shall be submitted to Beacon monthly, unless arranged otherwise with Beacon.
  - b. The invoices shall describe and document, to Beacon's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Grant Number 22-46123-008. If expenses are invoiced, provide a detailed breakdown of each type.
  - c. Payment shall be considered timely if made by Beacon within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Vendor.
  - d. Beacon may, in its sole discretion, terminate the Grant or withhold payments claimed by the Vendor for services rendered if the Vendor fails to satisfactorily comply with any term or condition of this Grant.
  - e. No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by Beacon.
  - f. Invoices and End of Fiscal Year
    - i. Invoices are due on the 15th of the month following the provision of services.
    - ii. Final invoices for a state fiscal year may be due sooner than the 15th and Beacon will provide notification of the end of fiscal year due date.

- iii. The vendor must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

g. Duplication of Billed Costs

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

h. Disallowed Costs

- i. The Vendor is responsible for any audit exceptions or disallowed costs incurred by its own organization.
- ii. Beacon may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by Beacon of the final report or completion of the project, etc.

5. ORDER OF PRECEDENCE

- a. In the event of an inconsistency in this Grant, the inconsistency shall be resolved by giving precedence in the following order:
  - i. Applicable federal and state of Washington statutes and regulations
  - ii. Exhibit A - Washington State Department of Commerce Addendum
  - iii. Exhibit B – Scope of Work and Budget
  - iv. CBRA Program Guidelines

6. DEFINITIONS

- a. As used throughout this Grant, the following terms shall have the meaning set forth below:
  - i. "Grant" or "Agreement" means the entire written agreement between Beacon and the Vendor, including any Exhibits, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
  - ii. "Lead grantee" refers to Beacon Health Options, Inc., the organization directly contracted with the Department of Commerce for the Community Behavioral Health Rental Assistance Program (CBRA).
  - iii. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
  - iv. "State" shall mean the state of Washington.

- v. "Sub-grantee" means the organization contracted by Beacon Health Options, Inc. to implement CBRA according to the Department of Commerce's published guidelines.

## 7. ACCESS TO DATA

- a. In compliance with RCW 39.26.180, the Vendor shall provide access to data generated under this Grant to Beacon, Department of Commerce, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Vendor's reports, including computer models and the methodology for those models.

## 8. ADVANCE PAYMENTS PROHIBITED

- a. No payments in advance of or in anticipation of goods or services to be provided under this Grant shall be made by Beacon.

## 9. ALL WRITINGS CONTAINED HEREIN

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

## 10. AMENDMENTS

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

## 11. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

- a. The Vendor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

## 12. ASSIGNMENT

- a. Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the Vendor without prior written consent of Beacon.

## 13. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

- a. "Confidential Information" as used in this section includes:
  - i. All material provided to the Vendor by Beacon that is designated as "confidential" by Beacon;
  - ii. All material produced by the Vendor that is designated as "confidential" by Beacon; and
  - iii. All personal information in the possession of the Vendor that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number

and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

- iv. The Vendor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Vendor shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of Beacon or as may be required by law. The Vendor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Vendor shall provide Beacon with its policies and procedures on confidentiality. Beacon may require changes to such policies and procedures as they apply to this Grant whenever Beacon reasonably determines that changes are necessary to prevent unauthorized disclosures. The Vendor shall make the changes within the time period specified by Beacon. Upon request, the Vendor shall immediately return to Beacon any Confidential Information that Beacon reasonably determines has not been adequately protected by the Vendor against unauthorized disclosure.
- v. Unauthorized Use or Disclosure. The Vendor shall notify Beacon within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

#### 14. CONFLICT OF INTEREST

- a. Beacon may, in its sole discretion, by written notice to the Vendor terminate this contract if it is found after due notice and examination by Department of Commerce that there is a violation of the Ethics in Public Service Act, Chapters 42.52 RCW and 42.23 RCW; or any similar statute involving the Vendor in the procurement of, or performance under this contract.
- b. Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The Vendor must identify any person employed in any capacity by the state of Washington that worked on the program administering this Grant, including but not limited to formulating or drafting the legislation, participating in grant procurement planning and execution, awarding grants, and monitoring grants, during the 24 month period preceding the start date of this Grant. Identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by Beacon that a conflict of interest exists, the Vendor may be disqualified from further consideration for the award of a Grant.
- c. In the event this contract is terminated as provided above, Beacon shall be entitled to pursue the same remedies against the Vendor as it could pursue in the event of a breach of the contract by the Vendor. The rights and remedies of Beacon provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which Beacon makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

#### 15. COPYRIGHT

- a. Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by Beacon. Beacon shall be

considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Vendor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to Beacon effective from the moment of creation of such Materials.

- b. "Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.
- c. For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the Vendor hereby grants to Beacon a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Vendor warrants and represents that the Vendor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to Beacon.
- d. The Vendor shall exert all reasonable effort to advise Beacon, at the time of delivery of Materials furnished under this Grant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant. The Vendor shall provide Beacon with prompt written notice of each notice or claim of infringement received by the Vendor with respect to any Materials delivered under this Grant. Beacon shall have the right to modify or remove any restrictive markings placed upon the Materials by the Vendor.

#### 16. DISPUTES

- a. Notwithstanding those provisions in the General Terms of the Agreement, the parties are not required to engage in binding arbitration; however, parties agree to otherwise follow the dispute resolution process prior to judicial remedies. Vendor has thirty days after the action giving rise to a dispute to complain and initiate the dispute resolution process. Beacon shall render a decision on Vendor complaints within a reasonable time for the type of dispute. In the case of billing disputes, Beacon must render a decision within sixty (60) days of the complaint.

#### 17. DUPLICATE PAYMENT

- a. Beacon shall not pay the Vendor, if the Vendor has charged or will charge the State of Washington or any other party under any other Grant or agreement, for the same services or expenses.

#### 18. GOVERNING LAW AND VENUE

- a. This Grant shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

#### 19. INDEMNIFICATION

- a. To the fullest extent permitted by law, the Vendor shall indemnify, defend, and hold harmless Beacon, the state of Washington, Department of Commerce, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees,

attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

- b. The Vendor's obligation to indemnify, defend, and hold harmless includes any claim by Vendor's agents, employees, or representatives.
- c. The Vendor expressly agrees to indemnify, defend, and hold harmless the State or Beacon for any claim arising out of or incident to Vendor's performance or failure to perform the Grant. Vendor's obligation to indemnify, defend, and hold harmless the State or Beacon shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.
- d. The Vendor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless Beacon or the state and its agencies, officers, agents or employees.

## 20. INDEPENDENT CAPACITY OF THE VENDOR

- a. The parties intend that an independent Vendor relationship will be created by this Grant. The Vendor and its employees or agents performing under this Contract are not employees or agents of the state of Washington or Beacon. The Vendor will not hold itself out as or claim to be an officer or employee of Beacon or of the state of Washington by reason hereof, nor will the Vendor make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Vendor .

## 21. INDUSTRIAL INSURANCE COVERAGE

- a. The Vendor shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Vendor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, Beacon may collect from the Vendor the full amount payable to the Industrial Insurance Accident Fund. Beacon may deduct the amount owed by the Vendor to the accident fund from the amount payable to the Vendor by Beacon under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Vendor.

## 22. LAWS

- a. The Vendor shall comply with all applicable laws, ordinances, codes, regulations and policies of local, state, and federal governments, as now or hereafter amended.

## 23. LICENSING, ACCREDITATION AND REGISTRATION

- a. The Vendor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

## 24. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

- a. During the performance of this Grant, the Vendor shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Vendor's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Grant may be rescinded, canceled or terminated in whole or in part, and the Vendor may be declared ineligible for further



grants with Beacon. The Vendor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

- b. The funds provided under this contract may not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this grant.

## 25. PAY EQUITY

- a. The Vendor agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:
- b. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- c. Vendor may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
  - i. A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
  - ii. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
  - iii. A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.
- d. This Grant may be terminated if Vendor is not in compliance with this provision.

## 26. POLITICAL ACTIVITIES

- a. Political activity of Vendor employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501 - 1508.
- b. No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

## 27. PUBLICITY

- a. The Vendor agrees not to publish or use any advertising or publicity materials in which the state of Washington or Beacon's name is mentioned, or language used from which the connection with the state of Washington's or Beacon's name may reasonably be inferred or implied, without the prior written consent of Beacon.

## 28. RECAPTURE

- a. In the event that the Vendor fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of this Grant, Beacon reserves the right to recapture funds in an amount to compensate Beacon for the noncompliance in addition to any other remedies available at law or in equity.
- b. Repayment by the Vendor of funds under this recapture provision shall occur within the time period specified by Beacon. In the alternative, Beacon may recapture such funds from payments due under this Grant.

## 29. RECORDS MAINTENANCE

- a. The Vendor shall maintain books, records, documents, data and other evidence relating to this Grant and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant.
- b. The Vendor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Grant, shall be subject at all reasonable times to inspection, review or audit by Beacon or the State, personnel duly authorized by the State, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.
- c. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

## 30. REGISTRATION WITH DEPARTMENT OF REVENUE

- a. If required by law, the Vendor shall complete registration with the Washington State Department of Revenue.

## 31. RIGHT OF INSPECTION

- a. The Vendor shall provide right of access to its facilities to Beacon, or any of its officers, or to any authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Grant.

## 32. SAVINGS

- a. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant and prior to normal completion, Beacon may suspend or terminate the Grant under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

## 33. SEVERABILITY

- a. The provisions of this Grant are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Grant.

#### 34. SURVIVAL

- a. The terms, conditions, and warranties contained in this Grant that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Grant shall so survive.

#### 35. TAXES

- a. All payments accrued on account of payroll taxes, unemployment contributions, the Vendor's income or gross receipts, any other taxes, insurance or expenses for the Vendor or its staff shall be the sole responsibility of the Vendor.

#### 36. TERMINATION FOR CAUSE

- a. In the event Beacon determines the Vendor has failed to comply with the conditions of this Grant in a timely manner, Beacon has the right to suspend or terminate this Grant. Before suspending or terminating the Grant, Beacon shall notify the Vendor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Grant may be terminated or suspended.
- b. In the event of termination or suspension, the Vendor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time.
- c. Beacon reserves the right to suspend all or part of the Grant, withhold further payments, or prohibit the Vendor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Vendor or a decision by Beacon to terminate the Grant. A termination shall be deemed a "Termination for Convenience" if it is determined that the Vendor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.
- d. The rights and remedies of Beacon provided in this Grant are not exclusive and are, in addition to any other rights and remedies, provided by law.

#### 37. TERMINATION FOR CONVENIENCE

- a. Except as otherwise provided in this Grant, Beacon may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Grant, in whole or in part. If this Grant is so terminated, Beacon shall be liable only for payment required under the terms of this Grant for services rendered or goods delivered prior to the effective date of termination.

#### 38. TERMINATION PROCEDURES

- a. Upon termination of this Grant, Beacon, in addition to any other rights provided in this Grant, may require the Vendor to deliver to Beacon any property specifically produced or acquired for the performance of such part of this Grant as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.
- b. Beacon shall pay to the Vendor the agreed upon price, if separately stated, for completed work and services accepted by Beacon, and the amount agreed upon by the Vendor and Beacon for (i)

completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by Beacon, and (iv) the protection and preservation of property, unless the termination is for default, in which case Beacon shall determine the extent of the liability of Beacon. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Grant. Beacon may withhold from any amounts due the Vendor such sum as Beacon determines to be necessary to protect Beacon against potential loss or liability.

- c. The rights and remedies of Beacon provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.
- d. After receipt of a notice of termination, and except as otherwise directed by Beacon, the Vendor shall:
  - i. Stop work under the Grant on the date, and to the extent specified, in the notice;
  - ii. Place no further orders for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant that is not terminated;
  - iii. Assign to Beacon, in the manner, at the times, and to the extent directed by Beacon, all of the rights, title, and interest of the Vendor under the orders so terminated, in which case Beacon has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders;
  - iv. Settle all outstanding liabilities and all claims arising out of such termination of orders, with the approval or ratification of Beacon to the extent Beacon may require, which approval or ratification shall be final for all the purposes of this clause;
  - v. Transfer title to Beacon and deliver in the manner, at the times, and to the extent directed by Beacon any property which, if the Grant had been completed, would have been required to be furnished to Beacon;
  - vi. Complete performance of such part of the work as shall not have been terminated Beacon; and
  - vii. Take such action as may be necessary, or as Beacon may direct, for the protection and preservation of the property related to this Grant, which is in the possession of the Vendor and in which Beacon has or may acquire an interest.

### 39. TREATMENT OF ASSETS

- a. Title to all property furnished by Beacon shall remain in Beacon. Title to all property furnished by the Vendor, for the cost of which the Vendor is entitled to be reimbursed as a direct item of cost under this Grant, shall pass to and vest in Beacon upon delivery of such property by the Vendor. Title to other property, the cost of which is reimbursable to the Vendor under this Grant, shall pass to and vest in Beacon upon (i) issuance for use of such property in the performance of this Grant, or (ii) commencement of use of such property in the performance of this Grant, or (iii) reimbursement of the cost thereof by Beacon in whole or in part, whichever first occurs.
- b. Any property of Beacon furnished to the Vendor shall, unless otherwise provided herein or approved by Beacon, be used only for the performance of this Grant.

- c. The Vendor shall be responsible for any loss or damage to property of Beacon that results from the negligence of the Vendor or which results from the failure on the part of the Vendor to maintain and administer that property in accordance with sound management practices.
- d. If any Beacon property is lost, destroyed or damaged, the Vendor shall immediately notify Beacon and shall take all reasonable steps to protect the property from further damage.
- e. The Vendor shall surrender to Beacon all property of Beacon prior to settlement upon completion, termination or cancellation of this Grant
- f. All reference to the Vendor under this clause shall also include Vendor's employees and agents.

#### 40. WAIVER

- a. Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant unless stated to be such in writing and signed by Beacon.

**EXHIBIT B**  
**SCOPE OF WORK AND BUDGET**

1. Vendors shall commit to providing long-term or bridge subsidy in Skamania county in the Southwest Regional Service Area (RSA) for eligible households within the eligible population described below.
2. Vendors shall comply with all of the requirements, policies and procedures in the most up-to-date version of the Community Behavioral Health Rental Assistance Program Guidelines as published by the Washington State Department of Commerce.
3. Eligible Population for Housing Subsidy Funded Under This Contract:
  - a. Adults (and their households) who have a diagnosed behavioral health condition, are eligible for services from a long-term supportive services program, and demonstrate a need for long-term subsidy.
    - i. See: Program Guidelines, Overview and Program Eligibility
4. Vendors shall commit to prioritizing subsidies for the priority populations described below:
  - a. Priority Population for Housing Subsidy funded under this Contract: Households that meet one or more of the following:
    - i. Discharging or needing to discharge from a psychiatric hospital or other psychiatric inpatient setting.
    - ii. Discharged from a psychiatric hospital or other psychiatric inpatient setting within the past 12 months.
      1. See: Program Guidelines, Priority Populations
5. Vendors shall submit the following deliverables on time with truthful, accurate information:
  - a. Monthly Invoices and Required Back-Up Documentation submitted via email [BeaconWAASO@beaconhealthoptions.com](mailto:BeaconWAASO@beaconhealthoptions.com)
    - i. See: Program Guidelines, Reimbursements
  - b. Annual County Expenditure Report Information to the lead of each county homelessness crisis response system within the service area.
    - i. See: Program Guidelines, Reporting Requirements
  - c. Accurate and Timely Data Entry into the Homeless Management Information System Database.
    - i. See: Program Guidelines, HMIS and Data Quality
6. Consequences of non-compliance:
  - a. If Beacon determines that a Vendor is failing to comply with the Guidelines, Terms, and Conditions, Beacon will notify Vendor that Vendor will receive technical assistance and be required to respond to a corrective action plan to address and remedy the noncompliance.

- b. If the Vendor is still out of compliance after the technical assistance, Beacon may move the Vendor into a probationary period with a second corrective action plan and may reduce the grant total by 20%.
- c. If the Vendor remains out of compliance after the probation period, Beacon may terminate the grant per the General Terms and Conditions TERMINATION FOR CAUSE.

7. BUDGET

- a. Table 1 below provides the maximum budget for the stated time period.
  - i. See: Program Guidelines, Eligible Activities and Costs

Table 1: Maximum Budget  
July 1, 2022 – June 30, 2023

Budget	July 1 2022 – June 30, 2023
Admin	\$2,369
Program Operations	\$3,046
Rent Assistance	\$22,000
<b>Total</b>	<b>\$27,415</b>

- b. Monitoring Facility spending against the funds allocated in Table 1 is the responsibility of Vendor. Beacon supports this responsibility by providing Vendor with periodic Finance Memos that include payments made by Beacon to Vendor and any remaining funds available for that fiscal year.
- c. Beacon and Vendor agree to the following spending checkpoints where spending to date will be reviewed and technical assistance provided. If Beacon determines at any point that Vendor is unlikely to spend all unencumbered funds, Beacon reserves the right to reduce Vendor's budget and reallocate funds to another organization.
  - i. 6 months after contract effective date
  - ii. Quarterly thereafter.

8. RISK ASSESSMENT

- a. The Vendor shall maintain Policy and Procedures that demonstrate compliance with the most up-to-date version of the Community Behavioral Health Rental Assistance Program Guidelines as published by the Washington State Department of Commerce.

## EXHIBIT B INSURANCE REQUIREMENTS

Vendor, at its sole expense, agrees to maintain all necessary and adequate insurance to protect against losses, claims, injuries and damages that may arise in connection with the operation of its business, including, but not limited to obtaining and maintaining the below stated insurance.

1. **Workers' Compensation and Employer's Liability.** Worker's compensation coverage in keeping with statutory limits required by applicable law. Coverage shall also include a communicable disease endorsement. Employer's liability insurance with limits of not less than \$500,000 per accident per employee per disease.
2. **Errors & Omission or Professional Liability.** Errors & Omission coverage or professional liability insurance, as applicable with services provided, with limits of not less than \$1,000,000 per claim and \$3,000,000 in the aggregate.
3. **Commercial General Liability.** Comprehensive commercial general liability coverage, subject to a combined single limit of at least \$1,000,000 for bodily injury and property damage claims relating to the performance of any work under the Agreement. Such coverage shall include, without limitation, (a) coverage for any and all operations of the Vendor, sub-companies and sub-sub companies; and (b) liability for all contractual obligations of the Vendor under the Agreement.
4. **Network Security and Privacy Coverage.** Network Security and Privacy coverage to provide coverage for losses related to or arising from theft or loss of personal data owned, held or provided by Beacon, including but not limited to protected health information (as defined by HIPAA), personal information (as defined by applicable state security laws), network security and privacy coverage, credit card information, bank account information, and social security information. Such coverage shall include network security liability coverage for the unauthorized access to, use of or temporizing with computer systems, including but not limited to, hacker attacks and liability arising from the introduction of a computer virus or otherwise causing damage to Beacon's or third person's computer system, network or similar computer related property. The minimum limits of \$3,000,000 per loss for service contracts under \$500,000 and \$5,000,000 per loss for service contracts equal to or over \$500,000.
5. **Business Automobile.** Comprehensive motor vehicle coverage subject to limits of at least \$1,000,000 for any one person, \$1,000,000 for any one accident for bodily injury, and \$1,000,000 for property damage, covering all vehicles used in connection with Vendor's performance of any work under the Agreement, whether the vehicles are owned, hired, or other non-owned vehicles, and uninsured motorist.
6. **Umbrella.** Umbrella liability insurance subject to limits of at least \$5,000,000 providing excess coverage over the coverages specified in this Exhibit at Sections 1 through 5.
7. **Property and Fidelity or Crime.** All risk property insurance, including property while in transit, covering all real and personal property belonging to or under the supervision and control of Vendor, which is used in connection with the performance of any work under the Agreement, to the full insurable value of the property. Fidelity or crime coverage is to include employee theft of third party funds. Such insurance shall insure against the perils of fire and extended coverage and shall cover physical loss or damage including theft, vandalism and malicious mischief. Such insurance shall include the interest of Vendor, Beacon and each of their related entities in all facilities affected by the Agreement.
8. **Insurer Authorized to do Business in Washington.** All requisite coverages shall be provided by companies authorized to do business in Washington and have a rating of no less than A- VIII. Vendor may self-insure,




through deductibles or otherwise, for coverage described in these Insurance Requirements, subject to Beacon's sole opinion and absolute discretion and express written approval following review of representations and warranties of Vendor as to sufficiency of assets to satisfy any claims.

9. Beacon Named as Additional Insured/Loss Payee. Vendor shall cause Beacon to be named as an additional insured under the commercial general liability coverage, and Vendor shall cause Beacon to be named as a loss payee under the property and crime/fidelity coverage.
10. Claims-Made Insurance. Should the required coverage be procured on a "claims made" basis, the coverage shall be maintained in full force and effect during the entire term of any Agreement, plus for an additional run-out period that is the longer of (i) the applicable statute of limitation or (ii) seven (7) years, following the later of the last performance of services under the Agreement or termination of the Agreement. The retroactive date of coverage shall be no later than the effective date of the Agreement, such that the coverage is at least retroactive to the effective date, and there shall be no breaks in the continuity of coverage from the effective date of the Agreement through the end of the requisite run-out period. If the procurement of coverage is discontinued on an ongoing basis for any reason, then adequate "tail" coverage shall be procured for any event that may have occurred during the term of the Agreement to cover any and all remaining time on the requisite coverage period.
11. Evidence of Insurance. Evidence of the required coverage shall be provided at the time of the signing of the Agreement and upon such other reasonable written request for same to the below stated addresses. Beacon shall be immediately advised by written notice of any decrease, termination or cancellation of the insurance coverage required to be maintained no less than thirty (30) days prior to such termination, decrease or cancellation. Beacon shall be listed on any notification endorsement.

Beacon Health Strategies, Inc.  
Attention: Chief Financial Officer  
200 State Street, Suite 302  
Boston, MA 02109



COMMISSIONER'S AGENDA ITEM COMMENTARY

<b><u>SUBMITTED BY</u></b>	Superior Court Department	 Signature
<b><u>AGENDA DATE</u></b>	<u>09/13/2022</u>	
<b><u>SUBJECT</u></b>	2022 Renewal of VGAL Program Attorney services contract	

**SUMMARY/BACKGROUND**

Christopher Lanz to provide attorney services and support to VGAL Program for Skamania County Superior Court.

**FISCAL IMPACT**

\$6,000 annual contract. Reimbursement of \$3600 by State VGAL Program, remainder to be paid by County.

**RECOMMENDATION**

Review and Approve Contract

**LIST ATTACHMENTS**

2022 2023 VGAL Program attorney services Renewal Contract

**CONTRACT FOR LEGAL CONSULTATION AND  
REPRESENTATION FOR THE VGAL PROGRAM  
OF SKAMANIA COUNTY, WASHINGTON**

**THIS AGREEMENT** is made and entered into this 15<sup>th</sup> day of September, 2022, by and between the Skamania County Volunteer Guardian Ad Litem Program, hereinafter referred to as VGAL Program, and CHRISTOPHER R. LANZ, an attorney licensed to practice law in the State of Washington and an independent contractor.

**WHEREAS**, Christopher R. Lanz is licensed to practice law within the State of Washington and has agreed to provide his services in support of the VGAL Program in dependency cases and related activities,

**NOW THEREFORE**, it is agreed as follows:

1. **Term of Contract.** The term of this contract is September 1, 2022 through August 31, 2023. If VGAL Program does not, on or before August 1, 2023, give written notice to Christopher R. Lanz of its intent to offer a new contract, the parties will arrange for Christopher R. Lanz to be compensated on an hourly basis for cases pending beyond the term of this contract.
2. **Duties of VGAL Program.**
  - a. VGAL Program shall pay Mr. Lanz the sum of SIX THOUSAND and 00/100 Dollars (\$6,000.00) for the term of the contract in monthly payments of FIVE HUNDRED and 00/100 Dollars (\$500.00), commencing on September 30, 2022.
  - b. VGAL Program agrees to provide for Mr. Lanz access to all VGAL Program case records for the purpose of consultation and representation and to make available consultation time with the Program Director, Program Coordinators, and Volunteers.

3. **Duties of Mr. Lanz.**

- a. Consultation for the VGAL Program Director, Program Staff, and VGALs regarding specific cases and general legal issues related to Dependencies and legal actions related to Dependent children.
- b. Initial and on-going training of VGALs in such areas as Washington State Child Abuse and Dependency Statutes, the judicial system, courtroom procedure, and testifying.
- c. Support of VGALs and staff in the court setting as requested.
- d. Representation and advocacy for the VGAL Program in the broader community setting.
- e. Coverage as requested of the VGAL Program's involvement in the Dependency docket or other courtroom settings.
- f. Written tracking of hours and services provided to the Program Director monthly.
- g. Christopher R. Lanz will be solely responsible for remittance of all taxes to appropriate authorities, including, but not limited to, payment of Social Security Taxes (FICA), and Federal Income Tax. No health insurance or other benefits will be provided.

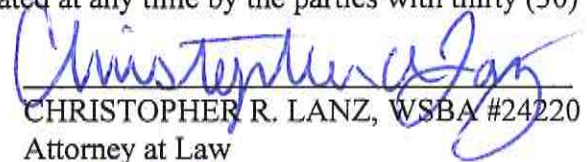
4. **Guardian Ad Litem.** It is understood that Mr. Lanz is deemed to be a Guardian Ad Litem as set forth in Revised Code of Washington (RCW) 13.34.100 and RCW 13.34.105, and that Mr. Lanz is a sworn officer of the Superior Court of the State of Washington.

5. **Hold Harmless.** The parties agree to hold (the other) harmless because of alleged negligence or intentional misconduct. Christopher R. Lanz will maintain appropriate mal-practice liability insurance and will indemnify Skamania County, the Skamania County VGAL Program, and the public officials, employees or volunteers of Skamania County from any claims whatsoever arising from his performance of this contract.


6. **Non-assignability.** Mr. Lanz shall not assign this contract or any duties hereunder without first obtaining written consent of VGAL Program. VGAL Program retains the right to request pro bono or paid services from the legal community in special situations, ie. Conflict of interest, unexpected case increase, or Mr. Lanz's unavailability.

7. **Termination.** This contract may be terminated at any time by the parties with thirty (30) days notice.

Dated: 8/24/2022

  
CHRISTOPHER R. LANZ, WSBA #24220  
Attorney at Law

Dated: 8/25/2022

  
RANDALL C. KROG, Judge  
Skamania County Superior Court

DATED: \_\_\_\_\_

\_\_\_\_\_  
Chair, Board of Commissioners

\_\_\_\_\_  
Commissioner

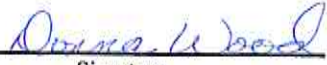
\_\_\_\_\_  
Commissioner

APPROVED AS TO FORM ONLY:

\_\_\_\_\_  
Adam N. Kick, Prosecuting Attorney

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

COMMISSIONER'S AGENDA ITEM COMMENTARY

<b><u>SUBMITTED BY</u></b>	<b><u>District Court</u></b> Department	 Signature
<b><u>AGENDA DATE</u></b>	<b><u>September 13, 2022</u></b>	
<b><u>SUBJECT</u></b>	<b><u>vacant Deputy Clerk position</u></b>	
<b><u>ACTION REQUESTED</u></b>	<b><u>Advertise and hire to fill Deputy Clerk position</u></b>	

**SUMMARY/BACKGROUND** District Court staff consists of a Court Administrator, a Lead Clerk and 2 Deputy Clerks. Donna is retiring as Court Administrator effective January 1, 2023. Judge Reynier has hired Princess as the new Court Administrator effective January 1, 2023. Lisa has been hired to fill the Lead Clerk position effective January 1, 2023. This leaves a Deputy Clerk position open. The hiring and training process can be lengthy and we would like to fill this vacancy while Donna is still here and able to assist with the training and transitioning of the office. We would like to start this process immediately.

**FISCAL IMPACT** No fiscal impact to our 2022 budget. There are funds available in our budget to cover this expenditure.

**RECOMMENDATION** Approve hiring for the position of Deputy Clerk immediately. Authorize HR to move forward with advertising for the Deputy Clerk position.

LIST ATTACHMENTS

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

**ATTEST:**

**BOARD OF COMMISSIONERS  
SKAMANIA COUNTY, WASHINGTON**

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

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

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

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

**Approved as to form only:**

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





**Skamania County**  
**Community Development Department**  
Building/Fire Marshal • Environmental Health • Planning  
Skamania County Courthouse Annex  
Post Office Box 1009  
Stevenson, Washington 98648  
Phone: 509-427-3900 Inspection Line: 509-427-3922

**MEMORANDUM**

**TO:** Board of County Commissioners  
**FROM:** Planning Staff  
**DATE:** September 7, 2022  
**RE:** Short-term Vacation Rental Permitting Workshop

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The Community Development Department is proposing a fee schedule for Short-term Vacation Rental permits. These fees will need to be adopted by the Board of County Commissioners.

The Board of Commissioners approved Ordinance No. 2020-08 on December 8, 2020, establishing regulations for the operation of short-term vacation rentals (STVRs) in unincorporated Skamania County. The ordinance was developed with input gathered by the Community Development Department from the Board of County Commissioners, Planning Commission, several public meetings, a public hearing, stakeholder meetings, and over 150 online survey responses from community members.

These regulations have been in effect since December 2020, however the requirement to obtain a permit to operate a short-term vacation rental was delayed and will now go into effect in January 2023. Planning Department staff have used the last couple of years to continue to study short-term rentals both within and outside of the County and review fee systems from other jurisdictions.

The county's STVR regulations are codified in SCC 21.70.190. Key provisions of this section are:

- Short-term rentals are allowable throughout the unincorporated county as a residential land use and can occur within a whole house, part of a house, accessory dwelling unit, residential accessory building, or a park model recreational vehicle.
- Short-term rental operators will be required to obtain an annual operating permit and to display this permit inside the short-term rental.
- Short-term rental operators must provide notice to adjacent property owners of their intent to operate a short-term rental.
- Short-term rentals will be prohibited from creating disturbances to neighboring properties that are not typical of a residential neighborhood.
- Short-term rental operators must provide dedicated on-site parking for guests.
- Short-term rentals must maintain building code compliance, keep carbon monoxide and smoke detectors in operating order, and provide a functioning fire extinguisher.
- Short-term rental operators must comply with Washington State requirements for payment of lodging taxes and maintenance of liability insurance.

- The County will proactively respond to complaints by issuing warnings to property owners. After three verifiable violations, the County may revoke a short-term rental permit or require corrective measures.

SCC 21.70.190 states that "(STVR permit) applications shall be accompanied by a nonrefundable fee payable to the Skamania County treasurer in an amount established by the board of county commissioners." The Planning Commission anticipated that permitting tiers would be established to reflect the various types of STVRs that exist in the county. The Community Development is proposing the following three tier fee system.

<b>PROPOSED STVR TIERS AND FEES</b>		
<b>Tier</b>	<b>Description</b>	<b>Fee</b>
Tier 1	Owner or operator is <u>present on-site</u> during the course of the rental.	<b>\$150</b>
Tier 2	Owner or operator is <u>not present on-site</u> during the course of the rental.	<b>\$200</b>
Tier 3	Any STVR with an allowable occupancy of 15 or more persons, or three or more unique rentals on an individual property, whether or not the owner or operator is present on-site during the course of the rental.	<b>\$300</b>

Planning staff will discuss these proposed tiers and fees with the Board during the September 13<sup>th</sup> workshop. These fees will need to be formally established by resolution at a future date.

Once a STVR fee schedule is adopted, the Community Development Department will provide notice to all known operators of STVRs within the county, informing them of the requirement to apply for and obtain an STVR permit. Applicants will apply for STVR permits by submitting an application form electronically or in hard copy. This information will then be entered into SmartGov by Community Development staff and a permit will be issued from SmartGov to be displayed in the STVR.

A draft of the proposed application form with fee schedule is attached.



**Skamania County**  
**Community Development Department**  
Building/Fire Marshal ♦ Environmental Health ♦ Planning  
Skamania County Courthouse Annex  
Post Office Box 1009  
Stevenson, Washington 98648  
Phone: 509-427-3900 Inspection Line: 509-427-3922

**SHORT-TERM VACATION RENTAL  
PERMIT APPLICATION FORM & INFORMATION PACKET**

**WHAT IS A SHORT-TERM VACATION RENTAL?**

Short-term vacation rentals (STVRs) are defined in Skamania County Code as “a lodging use, that is not a hotel or motel or bed and breakfast, in which a dwelling unit, a residential accessory building, or portion thereof is offered or provided to a guest by a short-term vacation rental operator for a fee for fewer than thirty consecutive nights.” STVRs are only allowed in conjunction with residential uses in zones where residential uses are allowable.

***Information in this packet does not apply to the operation of short-term rentals within the Columbia River Gorge National Scenic Area. Please see refer to Skamania County Code 22.12.140 for requirements for overnight accommodations within the National Scenic Area.***

**WHAT TYPES OF STRUCTURES OR UNITS QUALIFY AS A STVR?**

Pursuant to SCC 21.70.190(B)(1), the following types of units may operate as a short-term vacation rental:

- **Dwelling Unit:** Any dwelling or part of a dwelling may be operated as a STVR. Whole-house rentals or partial house rentals (such as the renting of individual bedrooms) are allowable.
- **Accessory Dwelling Unit:** Accessory dwelling units may be operated as a STVR. Accessory dwelling units are separate dwelling units that include their own kitchen and comply with SCC 21.70.180.
- **Residential Accessory Building:** Residential accessory buildings such as guest houses or sheds may be operated as a STVR. Residential accessory buildings do not include kitchens; wet bars or kitchenettes without an oven or range are allowable.
- **Park Model Recreational Vehicle:** Park Model RVs (including tiny homes licensed as park model recreational vehicles by the Washington Department of Labor & Industries) may operate as STVRs. No more than two park model RVs can be placed on a property and occupancy is limited to 14 consecutive days and a total of 120 days during a calendar year pursuant to SCC 21.70.120.

Campsites, tents, RVs that are not park model RVs, or any other types of structures not listed are not allowable.

**WHAT REQUIREMENTS APPLY TO STVRs?**

The following requirements in SCC 21.70.190 apply:

- Dedicated on-site parking shall be provided to accommodate all guests.
- The STVR shall conform to all applicable standards in the building, plumbing, electrical, mechanical, fire, health (water and septic), and any other applicable codes. Functioning carbon monoxide detectors and

smoke detectors shall be kept in operating order and installed as required by the International Residential Code (IRC). At least one functioning fire extinguisher shall be installed within the STVR.

- Address numbers for the STVR shall be visible from the road.
- The STVR shall be operated in a way that will prevent disturbances to neighboring properties not typical of a residential neighborhood, including but not limited to loud music, loud noises, excessive traffic, loud and uncontrolled parties, junk/debris/garbage accumulation in the yards, trespassing, barking dogs, or excess vehicles, boats or recreational vehicles parked in the streets in front of the unit. The rental shall not be used at any time to host commercial events, unless the rental is associated with an approved commercial event center.
- Per RCW 64.37.050, a STVR operator must maintain primary liability insurance to cover the STVR in the aggregate of not less than one million dollars or conduct each STVR transaction through a platform that provides equal or greater primary liability insurance coverage.
- Per RCW 64.37.020, STVR operators must remit all applicable local, state, and federal taxes unless the platform does this on the operator’s behalf.

**WHAT ARE THE PERMIT REQUIREMENTS AND FEES?**

All operators of STVRs are required to maintain a short-term vacation rental permit. It is a violation of Skamania County Code to rent, offer for rent, or advertise for rent a STVR without first obtaining a STVR permit. Permits must be obtained annually and are effective from the date of issuance through December 31<sup>st</sup> of each year.

- **Notice to Neighbors:** Upon establishment of an STVR, the owner or contact person shall provide a notice to all property owners of record and/or occupants of properties within three hundred feet of the STVR. The notice shall include the telephone number of the owner and contact person. The purpose of this notice is so that neighboring property owners and residents can contact a responsible person to report and request resolution of problems associated with the operation of the STVR.
  - Operators are responsible for providing this notice and ensuring that all properties within 300 ft. are notified. You may use MapSifter <https://skamaniawa-mapsifter.publicaccessnow.com/> to determine who should receive notice.
  - You may use the enclosed form to provide this notice.
- **Posting:** Once you receive your permit, it must be posted in a conspicuous place in the STVR.
- **Fees:** Annual fees are established by the Board of County Commissioners and are dependent on the type of STVR being permitted.

<b>ANNUAL FEE SCHEDULE</b>		
<b>Tier</b>	<b>Description</b>	<b>Fee</b>
Tier 1	Owner or operator is <u>present on-site</u> during the course of the rental.	<b>\$150</b>
Tier 2	Owner or operator is <u>not present on-site</u> during the course of the rental.	<b>\$200</b>
Tier 3	Any STVR with an allowable occupancy of 15 or more persons, or three or more unique rentals on an individual property, whether or not the owner or operator is present on-site during the course of the rental.	<b>\$300</b>

# Skamania County Community Development

170 NW Vancouver Ave, PO Box 1009, Stevenson, WA 98648  
Phone: 509-427-3900 • Email: permitcenter@co.skamania.wa.us



## SHORT-TERM VACATION RENTAL (STVR) PERMIT APPLICATION

<b>PERMIT YEAR:</b> 20_____	
<b>VACATION RENTAL ADDRESS:</b>	
Vacation Rental Tax Lot/Parcel #:	
Number of individual STVRs on property:	
Maximum occupancy per STVR: <i>(if there is more than one STVR, list the occupancy limit for each STVR separately)</i>	
<b>VACATION RENTAL TIER:</b> <input type="checkbox"/> <b>Tier 1</b> (\$150 fee) <i>Owner or operator is <u>present on-site</u> during the course of the rental.</i> <input type="checkbox"/> <b>Tier 2</b> (\$200 fee) <i>Owner or operator is <u>not present on-site</u> during the course of the rental.</i> <input type="checkbox"/> <b>Tier 3</b> (\$300 fee) <i>Any STVR with an allowable occupancy of 15 or more persons, or three or more unique rentals on an individual property.</i>	
<b>PROPERTY OWNER:</b>	
Address:	Phone:
	E-mail:
<b>DESIGNATED CONTACT PERSON/OPERATOR:</b>	
Address:	Phone:
	E-mail:
<b>PERMIT CERTIFICATION:</b>	
<input type="checkbox"/> Dedicated on-site parking is provided. <input type="checkbox"/> Functioning carbon monoxide detectors, smoke detectors, and at least one functioning fire extinguisher are installed. <input type="checkbox"/> STVR is operated to prevent disturbances to neighboring properties not typical of a residential neighborhood, , including but not limited to loud music, loud noises, excessive traffic, loud and uncontrolled parties, junk/debris/garbage accumulation in the yards, trespassing, barking dogs, or excess vehicles, boats or recreational vehicles parked in the streets in front of the unit.	<input type="checkbox"/> The STVR operator maintains primary liability insurance to in the aggregate of not less than one million dollars. <input type="checkbox"/> The STVR collects and remits all applicable local, state, and federal taxes. <input type="checkbox"/> I have notified or will notify all property owners of record and/or occupants of properties within three hundred feet of the STVR. The notice shall include the telephone number of the property owner and contact person. <input type="checkbox"/> Skamania County is authorized reasonable access to the STVR to carry out the administrative duties of SCC 21.70.190
<b>APPLICANT SIGNATURE(S):</b>	Date:
<b>OWNER SIGNATURE(S)*:</b>	Date:
<b>FOR DEPARTMENT USE ONLY</b>	